


SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 		RATING N/A	PAGE OF PAGES 1
2. CONTRACT NUMBER		3. SOLICITATION NUMBER PR-HQ-04-10343	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 03/18/04	6. REQUISITION/PURCHASE NUMBER PR-HQ-04-10343
7. ISSUED BY (Hand Delivered/Overnight Commercial Carriers) Environmental Protection Agency Bid and Proposal Room, Ronald Reagan Building, 6th Floor (3802R) 1300 Pennsylvania Avenue, N.W. Washington, DC 20004			8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only) Environmental Protection Agency Bid and Proposal Room, Ariel Rios Building (3802R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository until 04:00 AM local_time 4/21/2004
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1 All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:		A. NAME TANYA A. HOSTON	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS hoston.tanya@epa.gov
			AREA CODE 202	NUMBER 564-0996	EXT. ov


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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)		10. CALENDAR DAYS	20. CALENDAR DAYS	30. CALENDAR DAYS	___ CALENDAR DAYS
		%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE	
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) 		ITEM
24. ADMINISTERED BY (If other than item 7) CODE	25. PAYMENT WILL BE MADE BY CODE:		
		Environmental Protection Agency Research Triangle Park Financial Management Center (D143-02) Research Triangle Park, NC 27711	
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 FIXED RATES FOR SERVICES (MAR 2004)**

For evaluation purposes, the offeror shall propose the labor hours and equipment quantities uniformly throughout the five (5) year period of performance. The government reserves the right to order the hours and equipment quantities on an as-needed basis.

The following fixed rates shall apply for payment purposes for the duration of the contract:

CLIN#	RCMS#	Labor Classification	5 Year Estimated Direct Labor Hours	Year 1 Fixed Hourly Rate	Year 2 Fixed Hourly Rate	Year 3 Fixed Hourly Rate	Year 4 Fixed Hourly Rate	Year 5 Fixed Hourly Rate
0001	5-10-01	Program Manager	500	\$	\$	\$	\$	\$
0002AA	1-05-01	Response Manager						
		Straight Time	5,000	\$	\$	\$	\$	\$
0002AB	1-05-01	Overtime			\$	\$	\$	\$
			500					
0003AA	1-10-01	Foreman						
		Straight Time	7,000	\$	\$	\$	\$	\$
0003AB	1-10-01	Overtime			\$	\$	\$	\$
			1,000					
0004AA	2-05-01	Equipment Operator						
		Straight time	5,000	\$	\$	\$	\$	\$
0004AB	2-05-01	Overtime			\$	\$	\$	\$
			1,500					
0005AA	2-10-01	Field Clerk/Typist						
		Straight Time	8,000	\$	\$	\$	\$	\$
0005AB	2-10-01	Overtime	2,500	\$	\$	\$	\$	\$
0006AA	2-03-01	Cleanup Technician						
		Straight Time	25,000	\$	\$	\$	\$	\$
0006AB	2-03-01	Overtime			\$	\$	\$	\$
			2,000					
0007AA	2-20-01	Truck Driver						
		Straight Time	200	\$	\$	\$	\$	\$
0007AB	2-20-01	Overtime			\$	\$	\$	\$
			100					
0008AA	3-07-01	Chemical Technician						
		Straight Time	1,500	\$	\$	\$	\$	\$
0008AB	3-07-01	Overtime			\$	\$	\$	\$
			300					
0009AA	4-05-01	Chemist/Organic						
		Straight Time	750	\$	\$	\$	\$	\$
0009AB	4-05-01	Overtime			\$	\$	\$	\$
			150					
0010AA	4-10-01	Engineer/Chemical						
		Straight Time	500	\$	\$	\$	\$	\$
0010AB	4-10-01	Overtime			\$	\$	\$	\$
			75					

0011AA	4-15-01	Engineer/Civil							
		Straight Time	500		\$	\$	\$	\$	\$
0011AB	4-15-01	Overtime		20		\$	\$	\$	\$
0012AA	4-30-01	Industrial Hygienist							
		Straight Time	2,000		\$	\$	\$	\$	\$
0012AB	4-30-01	Overtime		200		\$	\$	\$	\$
0013AA	5-20-01	T&D Coordinator							
		Straight Time	2,500		\$	\$	\$	\$	\$
0013AB	5-20-01	Overtime		100		\$	\$	\$	\$

Equipment CLIN#	RCMS#	Equipment Description	5 Year Estimated Usage In Days	Year 1 Fixed Daily Rate	Year 2 Fixed Daily Rate	Year 3 Fixed Daily Rate	Year 4 Fixed Daily Rate	Year 5 Fixed Daily Rate
0014	1-09-10	Car-Passenger	3,465	\$	\$	\$	\$	\$
0015	1-36-10	Truck-Pickup- 2 Wheel Drive	1,323	\$	\$	\$	\$	\$
0016	1-36-20	Truck-Pickup 4 Wheel Drive	95	\$	\$	\$	\$	\$
0017	1-45-20	Truck-SUV- 4 Wheel Drive	50	\$	\$	\$	\$	\$
0018	1-54-30	Van-Passenger	700	\$	\$	\$	\$	\$
0019	2-10-10	Trailer-Cargo-8Ft	40	\$	\$	\$	\$	\$
0020	2-55-10	Trailer-Office- 10Ft X 36Ft (Fully Equipped)	750	\$	\$	\$	\$	\$
0021	2-55-25	Trailer-Office- 10Ft X 40Ft (Fully Equipped)	750	\$	\$	\$	\$	\$
0022	2-55-30	Trailer-Office- 10Ft X 50Ft (Fully Equipped)	700	\$	\$	\$	\$	\$
0023	2-60-10	Storage Van (Office/Crew Type Trailer) 8Ft X 32Ft	500	\$	\$	\$	\$	\$
0024	2-60-20	Storage Container Ground Level 8Ft X 20Ft	100	\$	\$	\$	\$	\$
0025	2-60-40	Storage Container Ground Level 8Ft X 40Ft	100	\$	\$	\$	\$	\$
0026	3-01-10	Backhoe-Loader	100	\$	\$	\$	\$	\$
0027	3-10-25	Dozer-Medium	200	\$	\$	\$	\$	\$
0028	3-10-50	Dozer-Large	200	\$	\$	\$	\$	\$

0029	3-20-25	Truck-Articulating-Dump	100	\$	\$	\$	\$	\$
0030	3-30-25	Excavator w/Bucket-Small	60	\$	\$	\$	\$	\$
0031	3-30-35	Excavator w/Bucket-Medium	75	\$	\$	\$	\$	\$
0032	3-35-10	Forklift-Rough Terrain	60	\$	\$	\$	\$	\$
0033	3-35-40	Forklift-Solid Rubber Tire	200	\$	\$	\$	\$	\$
0034	3-60-30	Loader w/Bucket-Rubber Tire-Small	75	\$	\$	\$	\$	\$
0035	3-60-40	Loader w/Bucket-Rubber Tire-Medium	100	\$	\$	\$	\$	\$
0036	3-95-10	Uniloader-w/Bucket	75	\$	\$	\$	\$	\$
0037	3-99-10	Compressor/Air-185 CFM	100	\$	\$	\$	\$	\$
0038	4-01-05	Safety-Monitor-Sulfide	50	\$	\$	\$	\$	\$
0039	4-01-10	Safety-Monitor-Explosion/Oxygen	50	\$	\$	\$	\$	\$
0040	4-01-20	Safety-Monitor-Hnu (PID)	100	\$	\$	\$	\$	\$
0041	4-01-25	Safety-Monitor-OVA (PID)	50	\$	\$	\$	\$	\$
0042	5-01-30	Safety Monitor-Cyanide	35	\$	\$	\$	\$	\$
0043	6-15-10	Radio-Handheld	1,800	\$	\$	\$	\$	\$
0044	7-25-20	Computer-Portable-PC	2,000	\$	\$	\$	\$	\$
0045	7-25-30	Computer-Printer	2,000	\$	\$	\$	\$	\$
0046	7-25-40	Copier	2,000	\$	\$	\$	\$	\$
0047	7-25-50	Fax Machine	2,000	\$	\$	\$	\$	\$
0048	8-51-05	Generator-5Kw	300	\$	\$	\$	\$	\$
0049	8-51-10	Generator-10Kw	150	\$	\$	\$	\$	\$
0050	9-53-30	Water Laser-Medium Pressure (2500-5000psi)	35	\$	\$	\$	\$	\$
0051	10-18-20	Pump-Double Diaphragm-2 inch	25	\$	\$	\$	\$	\$

0052	10-18-30	Pump-Double Diaphragm-3 inch	25	\$	\$	\$	\$	\$
0053	10-25-10	Pump-Submersible- 1.5 inch	30	\$	\$	\$	\$	\$
0054	10-25-20	Pump-Submersible- 2.0 inch	30	\$	\$	\$	\$	\$
0055	10-25-30	Pump-Trash-3 inch	25	\$	\$	\$	\$	\$
0056	0-00-01	Other Direct Costs	1 Lot	Not to exceed _____ total for all 5 years.				

The rate, or rates, set forth above cover all expenses, including report preparation, clerical support, salaries, profit and all indirect costs such as, overhead and general and administrative expenses.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual task orders and accepted by the Project Officer. If work under a task order crosses into another period, the Government shall reimburse the Contractor for labor and equipment provided under that task order at the rate in effect for the period in which the work is performed. If work under a task order extends past the last period of the contract, the last period's rates shall remain in effect for the duration of the task order.

Personnel time vouchered shall be only that time expended in a productive effort as specifically ordered by individual task orders. Time spent in travel shall not be an allowable direct charge to this contract at any time including mobilization and demobilization to and from the site. Therefore, the contractor shall not bill the government at the fixed rates shown above for time spent in travel. Travel expenses (i.e., transportation costs, per diem, etc.,) are allowable in accordance with clause B.4(C).

The contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all task orders.

B.2 ESTABLISHING FIXED RATES FOR ADDITIONAL ITEMS OF LABOR AND EQUIPMENT

From time to time, the need may arise to add additional items to clause B.1, FIXED RATES FOR SERVICES, with fixed rates mutually agreed to between the Contracting Officer and the Contractor. If the contractor provides a labor category or an equipment item for which a fixed rate has not been established, whether or not it is provided from the contractors own resources (i.e. - their employees or owned or long-term leased equipment), or through a third-party subcontract or short-term lease/rental agreement, reimbursement shall be subject to the following conditions:

(1) Provisional rates for labor and equipment may be negotiated by the On-Scene Coordinator (OSC), with the subsequent approval of the Contracting Officer. These rates shall include direct costs, indirect costs, and profit. In emergency situations, provisional rates may be conditionally accepted for a specific task order by the OSC, provided that written documentation is forwarded to the Contracting Officer within five (5) calendar days for written

Contracting Officer approval. Documentation shall include cost or pricing data supporting the proposed rate(s). For equipment, documentation shall include but is not limited to, the Contractors company-wide equipment usage log and/or a minimum of three quotes/bids as deemed acceptable by the Contracting Officer. The Contractor will receive final approval of such provisionally approved rates ONLY if the Contractor forwards the written documentation as required above. Such provisional rates may be negotiated either on a site by site basis, or on a contract wide basis. Contract wide rates must be negotiated with the Contracting Officer.

(2) If a labor category or equipment item is utilized on a task order prior to a fixed rate being negotiated with the Contracting Officer, a provisional rate applicable to only that task order or the contract may be assigned and invoiced by the Contractor upon approval by the Contracting Officer. Charges for the item shall be at the applicable provisional rate(s). If a fixed rate is then negotiated and that rate is different than the provisional rate, the Contractor shall make an appropriate adjustment on the next invoice for the task order.

(3) Finalizing provisional rates as fixed rates for incorporation into clause B.1 of the contract is subject to the Contracting Officer's approval. The incorporation of additional fixed rates shall not affect the contract ceiling.

B.3 ADJUSTMENT TO FIXED LABOR RATES --DAVIS BACON ACT

Upon receipt of a task order which stipulates that some portion of the work will require the contractor to provide construction labor covered by a General Wage Determination issued under the Davis-Bacon Act (DBA), the contractor shall complete the DBA Worksheet (Attachment No. 2) for each type of construction labor expected to be utilized.

The work sheets shall be submitted to the On-Scene Coordinator (OSC) for concurrence before proceeding with the construction work, except in emergency situations. In emergency situations, the work sheets shall be submitted to the OSC not later than two work days after receipt of the task order.

As described in FAR 52.222-8 PAYROLLS AND BASIC RECORDS, paragraph (b)(1), the contractor shall submit to the Contracting Officer, a copy of all payrolls for each week in which any contract work is performed. A copy of the applicable worksheets shall be attached to the payroll copies.

The following procedures will be used:

1. The contractor will ascertain the applicable DBA General Wage Determination based upon the location of the site.
2. The contractor will select DBA labor categories that most closely fit the work to be performed.
3. The contractor shall complete a DBA Worksheet for each labor category and submit them to the OSC for concurrence as to the DBA labor categories selected and the accuracy of the calculations.
4. The OSC will respond within two workdays. If the calculations result

in an adjusted fixed labor rate for the task order, it shall be entered into the Removal Cost Management System (RCMS).

5. Disagreements between the contractor and the OSC concerning an adjusted fixed labor rate will be forwarded to the Contracting Officer, in writing, for resolution.

6. The adjusted fixed labor rate will only be used on the severable portion of the work defined as construction. The task order will be modified by the Contracting Officer to show the adjustment in the hourly rate for each labor category and the contractor shall invoice for the adjustment in accordance with the task order.

7. In those instances where an employee is currently paid a wage rate plus fringe benefit that is equal to or exceeds the DBA requirements, there will be no adjustment. However, if any employee is currently being paid a wage rate plus fringe benefit that is less than the DBA requirement, the contractor is responsible for compensating the employee to at least the DBA required amount.

B.4 FIXED RATES FOR LABOR AND EQUIPMENT, AND OTHER DIRECT COSTS

A. LABOR

(1) The fixed rates for labor and equipment specified in clause B.1 are inclusive of all expenses including, report preparation, clerical support, salaries, overhead, general and administrative expenses and profit. The "Fixed Hourly Rates" shall be charged for the first 40 hours worked by an employee during any 7-day calendar week.

Overtime rates shall apply for work in excess of 40 hours per any 7 day calendar week except for exempt (salaried) employees. Notwithstanding clause G.4, PAYMENTS--FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (APRIL 84); all overtime work must be approved in advance by the Contracting Officer or the On-Scene coordinator.

(2) Labor costs shall be computed by multiplying the appropriate hourly rate by the number of direct labor hours performed.

(3) When an individual employee's normally assigned category of labor is different than the function he is performing during any period of work at a specific site, the rate charged for that employee shall be based on the function that the employee is performing, (i.e., a Chemist who is performing the duties of a Cleanup Technician shall be charged at the fixed rate for a Cleanup Technician during the period of time he or she is performing these duties). The employee must meet the qualifications set forth under this contract for the labor category being performed.

(4) In the event that on-going work on-site is interrupted at any time due to inclement weather, unsafe conditions, or some other conditions beyond either the control of the contractor or the control of the Government, EPA will not reimburse the contractor for any labor costs during such interruptions; that is, EPA will not reimburse the contractor in excess of those hours actually worked on the site.

(5) Time in travel is not an allowable direct charge at any time to this contract including mobilization and demobilization to and from the site.

B. HOLIDAY TIME

The Government recognizes the following listed holidays only:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans Day
Good Friday	Thanksgiving day
Memorial Day	Christmas Day
Independence Day	

Notwithstanding the provisions of clause G.4, PAYMENTS--FIXED-RATES SERVICES CONTRACT, all holiday work must be approved in advance by the Contracting Officer or the OSC. The contractor may invoice the Government at the straight time rate if he pays his employees on a straight time basis for work conducted on any of the holidays listed above. If the contractor pays his employees overtime, he may invoice the Government at the overtime rates.

C. TRAVEL

(1) Allowable travel expenses shall be determined in accordance with Federal Acquisition Regulation sub part 31.205-46, TRAVEL COSTS. Travel expenses include costs for transportation, lodging, meals, and incidental expenses incurred by contractor personnel in the performance of this contract. Travel expenses may be allowable for each employee required on-site if the work site is in excess of a fifty (50) mile radius from the individual's place of employment or residence and time-in-travel status exceeds 10 hours per day. In the performance of necessary travel allocable to a particular delivery order, the Contractor shall use the least expensive means available to the extent consistent with the emergency nature of the required response times of each removal action.

(2) To the maximum extent practicable consistent with travel requirements, the contractor agrees to use the reduced air transportation and hotel/motel rates and services provided through available Government discount air fares and lodging rates for bonafide employees travel that are otherwise reimbursable as a direct cost pursuant to this contract and when use of such rates results in the lowest overall cost. The contractor shall submit requests, including pertinent information, for specific authorization to use these rates to the Contracting Officer.

Nothing in this clause shall authorize transportation, lodging or accommodations, or related services which are not otherwise reimbursable under this contract. Nothing in this clause requires vendors to make available to the contractor city-pair contract fares, other Government discount air fares, or special hotel/motel rates.

D. EQUIPMENT

Equipment rates constitute rental charges to the Government for use of items of equipment and include all shipping and transportation charges to and from the site. The fixed daily rates listed in clause B.1 are allowable charges for each calendar day or part thereof, that a piece of equipment is assigned to the contract and at the site. Such rates include all costs associated with the equipment including transporting the equipment to and from the site but exclusive of operators and fuel, unless otherwise specified. All equipment must be provided in good working order. Routine maintenance and any repairs necessitated by equipment breakdown or failure shall be accomplished in a timely manner and at the contractor's expense. Thus, no charges shall be made to the Government for repairs, maintenance or labor costs/hours performed on- or off-site.

The daily rate for equipment shall not be an allowable charge to the contract when the equipment is not available for use. Examples of "not available for use" are scheduled maintenance, breakdowns, repairs and time lost awaiting shipment for the convenience of the contractor. The contractor shall pro-rate the daily charge so that the Government is not charged for equipment downtime. For each hour that equipment is in downtime, the daily rate shall be reduced by 1/10th. All equipment usage must be pre-approved by the OSC. Once provided, the Contractor may elect to substitute identical equipment types for what is already on-site at no additional cost to the Government.

When the contractor elects to remove an item of equipment from the site during the period of the task order, such removal shall be permitted, subject to the consent of the OSC, provided that the equipment is returned to its location for use when required by the OSC. No charges shall be incurred by the Government while the equipment is off-site.

If after the OSC informs the contractor that equipment is no longer needed at the site and the contractor elects for his own convenience to store the equipment at the site, the equipment shall not be charged to the contract.

The contractor shall coordinate with the OSC to utilize equipment resources in the most cost effective manner. Due consideration shall be given to the known requirements of the removal action in order to reduce equipment idle-time.

Where items of equipment are shared at concurrent or consecutive removal actions between two or more sites on the same day, the contractor shall pro-rate the daily rate based upon the percentage of usage at the individual sites. For purposes of this clause, concurrent and subsequent removal action sites are defined as sites within a 100 mile radius of the original site.

E. OTHER DIRECT COSTS

(1) All other charges determined to be payable under a task order on this contract will be treated in accordance with the clause entitled PAYMENTS-FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (OCT 2000).

(2) The contractor agrees that except for shipping costs to and from the site, the following items **WILL NOT** be allowable direct costs to the contract:

Cascade Systems
Additional SCBA Bottles
Additional SCBA Tanks
Full Face Respirators
Half Face Respirators
Hard Hats
Oil, Grease, etc. (necessary for operation of equipment)
Mileage Surcharge
Hand Tools (including non-sparking)
Drum/Barrel Punch (small for sampling)
Drum Barrel Punch (large for emptying drums or barrels)
Welding Stand
Sampling Tools (i.e. stainless steel pails, pans, and trowel) Portable Eye Wash
Cutting Torch
Chain Saw
Laundry Soap, Bath Soap, and Shampoo.
Maintenance Vehicle/Truck
Barrel Cart
Metal Detector
pH Meter
pH Paper
Trash Bags
Egress Systems
Ladders

Personal Protective Items as follows:

Coveralls
Chemical Resistant Steel Toe and Shank Boots
Long cotton underwear
Fully encapsulating chemical resistant suit
Escape mask
Face shield for hard hat
Nose cup
One or two-piece chemical splash suit
Outer gloves, chemical resistant

F. ADVANCED APPROVAL

All Task Order costs must be approved in advance by the OSC and costs must be incurred by the contractor as a precondition to Government payment.

B.5 USE OF GALLEY TRAILERS

Approval for the use of galley trailers must be obtained in advance from the Contracting Officer. The costs associated with the use of a galley trailer shall be considered in determining the allowable per diem and other travel costs in accordance with FAR 31.205-46.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included in Attachment 1.

The Contractor shall perform work under this contract only as directed in Task Orders issued by the Ordering Officers named in the Clause G.1.

C.3 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) *General*. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov:9876/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b) (1) and (b) (2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and

vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-6	MAY 2001	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR

**E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION)
(FAR 52.246-11) (MAR 2001) DEVIATION**

The Contractor shall comply with the higher-level quality standard selected below.

	<u>Title</u>	<u>Numbering</u>	<u>Date</u>	<u>Tailoring</u>
[X]	<i>Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs</i>	ANSI/ASQC E4	1994	See below
[]				
[]				

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

A. Pre-award Documentation: The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal: *(CO, select one or more)*

<u>Documentation</u>	<u>Specifications</u>
[] Quality Management Plan	<u>*EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01]
[X] Joint Quality Management Plan/Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01] and <u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]
[] Programmatic Quality Assurance Project Plan for the entire program (contract)	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]
[] Other Equivalent:	<u>*Document located at http://www.epa.gov/quality1/qa_docs.html</u>

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA, Section F clause entitled "OTHER DELIVERABLES." Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

B. Post-award Documentation: The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below: *(CO, select one or more)*

<u>Documentation</u>	<u>Specification</u>	<u>Due After</u>
[] Quality Management Plan	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01]	Award of contract
[] Joint Quality Management Plan/Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01] and <u>EPA Requirements for Quality Assurance Project</u>	Award of contract

Plans (QA/R-5) [dated
03/20/02]

[]	Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	Award of contract
[]	Programmatic Quality Assurance Project Plan for the entire program (contract)	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	Award of contract
[X]	Quality Assurance Project Plan for each applicable project	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	Issuance of statement of work for the project
[]	Project-specific supplement to Programmatic Quality Assurance Project Plan for each applicable project.	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	Issuance of statement of work for the project
[X]	Other Equivalent:	*Document located at _____	
	<u>http://www.epa.gov/quality1/qa_docs.html</u> Site	[] award of contract [X] issuance of statement of work for the project	

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA, Section F Clause entitled "OTHER DELIVERABLES."

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

(Note: Statement of work includes statements of work to perform projects under work assignments, task orders, delivery orders, etc.)

E.3 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the On-Scene Coordinator is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at the work site.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER

**F.2 MONTHLY PROGRESS REPORT--INDEFINITE DELIVERY/INDEFINITE QUANTITY
FIXED-RATE SERVICES CONTRACT (EPAAR 1552.210-74) (SEP 1990) DEVIATION**

(a) The contractor shall furnish the below listed copies of a combined monthly technical and financial progress report briefly stating the progress made, including the percentage of the work ordered and completed during the reporting period. Specific discussions shall include difficulties encountered and remedial action taken during the reporting period and anticipated activity during the subsequent reporting period.

(b) The report shall include the following financial information for each delivery/task order:

- (1) Delivery order number, date and title;
- (2) EPA client organization;
- (3) Period of performance, including explanations for any extensions that may be needed;
- (4) Number of hours, loaded rate applied, and corresponding total dollar amount expended for each employee (by name) within all labor categories employed during the reporting period;
- (5) Cumulative number of hours and corresponding dollar amounts expended to date by labor category;
- (6) Cumulative listing of all invoices submitted including invoice number, date submitted, period of invoice, total amount of invoice, and amount paid;
- (7) Any accumulated charges that have not been invoiced and reasons why they have not been billed;

(8) Estimated costs and labor hours to be expended during the next reporting period.

(c) The reports shall be submitted to the following addresses on or before the 14th of each month following the first complete calendar month of the contract. Distribute reports as follows:

<u>Number of Copies</u>	<u>Addresses</u>
1	Project Officer
1	Contracting Officer

NOTE: This report is only required for months during which activity has occurred under this contract. If no delivery/task orders are active during a month, a report is not required for that month.

F.3 CONTRACTOR DAILY COST REPORT--EPA FORM 1900-55

Content Requirement: Estimated or actual daily cost information on personnel, equipment, material, sample analysis, transportation, disposal, subcontract charges, miscellaneous, travel and subsistence, and other direct costs, using the EPA developed Removal Cost Management Software (RCMS) to generate the EPA Form 1900-55 and the data set forth in this paragraph. The Contractor shall provide this report to the On-Scene Coordinator (OSC) on a daily basis. After completion of the draft EPA Form 1900-55, it shall be reviewed by the Contractor and the OSC, then finalized and signed by the Contractor and the OSC. All estimated costs, sometimes referred to as "awaiting bills" shall be finalized by the Contractor within 30 days after payment of the costs by the Contractor. All invoices shall be generated from the Contractor's accounting system and reconciled on a monthly basis with the RCMS costs.

Copy Distribution:

1. OSC on-site.
2. Contract Payment Center, RTP

Delivery Schedule:

At the end of each work day on-site, or no later than 10:00 AM the following day. This information shall be updated in weekly summaries to reflect actual or corrected cost information using EPA Form 1900-55. The OSC shall review and sign the EPA Form 1900-55s within 24 hours after receipt.

F.4 CERCLA OFF-SITE DISPOSAL REPORT

Contents Requirements: Per the following form entitled CERCLA OFF-SITE DISPOSAL REPORT. Information required for CERCLA Off-Site Waste Management Activities

1. Superfund site name/state/CERCLIS number:

2. Type of action (check two):
- | | |
|--|--|
| <input type="checkbox"/> Removal | <input type="checkbox"/> Remedial |
| <input type="checkbox"/> Fund-financed | <input type="checkbox"/> Fund-Financed |
| <input type="checkbox"/> PRP-financed | <input type="checkbox"/> PRP-financed |
3. Type (check one) and form (check one) of waste; if more than one type, attach separate sheet for this and remaining questions for each type:
- | | |
|--|--|
| Type: | Form: |
| <input type="checkbox"/> Solvents | <input type="checkbox"/> wastewater |
| <input type="checkbox"/> dioxins/furans | <input type="checkbox"/> liquid waste |
| <input type="checkbox"/> cyanides | <input type="checkbox"/> organic sludge |
| <input type="checkbox"/> heavy metals | <input type="checkbox"/> (greater than 1% |
| <input type="checkbox"/> (specify metals _____) | <input type="checkbox"/> total solids) |
| <input type="checkbox"/> acids | <input type="checkbox"/> inorganic sludge |
| <input type="checkbox"/> PCBs | <input type="checkbox"/> (less than 1% total |
| <input type="checkbox"/> halogenated organics | <input type="checkbox"/> organic carbon) |
| <input type="checkbox"/> other RCRA-listed hazardous | <input type="checkbox"/> solid or solidified |
| <input type="checkbox"/> wastes (specify) _____ | <input type="checkbox"/> waste |
| <input type="checkbox"/> non-hazardous or de-listed | <input type="checkbox"/> contaminated soil |
| <input type="checkbox"/> wastes | <input type="checkbox"/> and debris |
4. Quantity of waste: _____
- ☐ cubic yard (cy)
- ☐ gallons (gal)
- ☐ drums
- ☐ lab packs
- ☐ tons/lbs
5. Range, average, and/or representative concentrations of the contaminants of concern: _____
6. Pre-treatment of waste before transportation: _____
- ☐ precipitation
- ☐ neutralization
- ☐ solidification
- ☐ fixation
- ☐ stabilization
- ☐ other
7. Receiving RCRA facility name/location/I.D. number/unit(s): _____
8. Receiving Region _____
9. Receiving Region Off-Site Contact (RROC). (Note - this is the individual designated pursuant to the November 20, 1985 Policy)*
- Name _____ Date _____
10. Date(s) of Shipments _____ Date disposal is completed (date that facility signs manifest for receipt of final shipment) _____.

11. Pre-treatment of waste at site before final treatment or disposal: _____
 _____ precipitation
 _____ neutralization
 _____ solidification
 _____ fixation
 _____ stabilization
12. Final method of treatment or disposal/unit receiving: _____
 _____ precipitation
 _____ neutralization
 _____ incineration
 _____ landfill
 _____ land treatment
 _____ injection
 _____ recovery/re-use
 _____ other
13. If waste was landfilled:
 - What disposal cell number or location? _____
 - Type of liner in cell? (e.g. PVC, clay, hypalon) _____
14. Cost of activities:
 - cost based on treatment/disposal only (no transportation cost) _____
 - cost for transportation _____

* The CERCLA responder may find it useful to include the following in Block 15 (RROC), and date that compliance/inspection status was obtained from the RROC.

Copy Distribution:

OSC, (1 copy)

Delivery Schedule:

Report to be completed by the contractor and received by the OSC within ten (10) days after disposal of each waste stream at each site.

F.5 YEAR END REPORT

Content requirements: Summary of the activities performed and planned completion under the contract during the contract year being reported. The report shall include an assessment of the overall contract program, recommendations for improving the effectiveness of the program, summary of all removal actions taken, including technical and financial information. In addition, the report shall contain a cumulative summary of the usage and costs billed for 1) Labor utilized by individual labor categories; and 2) miscellaneous subcontracted items.

Copy Distribution:

Project Officer, (1 copy)

Contracting Officer, (1 copy)

Delivery Schedule:

Within thirty (30) days following the end of each contract year.

F.6 WORK REPORT

The Contractor shall provide the following report at the request of the On-Scene Coordinator, Project Officer or Contracting Officer in the format specified by the Ordering Officer in the task order.

Content Requirements: Written work report in advance of each day's activities specifying work to be performed and the number and types of personnel, equipment, and materials to be used. This report shall also include any other activities to be performed at the site and work to be accomplished.

Copy Distribution:

OSC, (1 copy)

Delivery Schedule:

In advance of commencing each phase of work on-site.

F.7 SITE PROGRESS REPORT

The Contractor shall provide the following report at the request of the On-Scene Coordinator, Project Officer or Contracting Officer in the format specified by the Ordering Officer in the task order.

Content Requirements: Summary, indicating amount of material treated or removed from a site, transportation and disposal methods used, analytical data, and estimated or actual costs to date.

Copy Distribution:

OSC, (1 copy)

Delivery Schedule:

Daily, weekly or bi-weekly progress reports as specified by the OSC.

F.8 OTHER DELIVERABLES

a. QUALITY ASSURANCE PROJECT PLAN FOR THE CONTRACT

Content Requirements: In conformance with Attachment No. 5, "Quality Assurance/Quality Control Guidance for Removal Activities" and Attachment No. 6, "EPA Requirements For Quality Assurance Project Plans."

Copy Distribution:

Project Officer, (1 copy)

Delivery Schedule:

Within fifteen (15) days following award of this contract.
Number of days Governments has for review/approve: Ninety (90) days.

b. SITE-SPECIFIC SAMPLING QA/QC PLANS

Content Requirements: In conformance with Attachment No. 5, "Quality Assurance/Quality Control Guidance for Removal Activities"

Copy Distribution:

OSC, (1 copy)

Delivery Schedule:

In accordance with the time stated in the task order.

c. PROPERTY ADMINISTRATION PROGRAM PLAN

Note: this plan is only required in the event that Government Furnished Property becomes necessary under this contract. The Contracting Officer will request a Property Administration Program Plan be provided by the contractor at that time.

Content Requirements: The plan shall detail the adequacy of the contractor's management to ensure that all Government property acquired under this contract will be properly maintained and accounted for. The plan shall include the following: property management (PA) program organization and responsibility; and PA procedures for addressing acquisition, receiving, identification, records, movement, storage, protection, loss or damage, utilization, maintenance, inventory, disposal, and contract closure.

Copy Distribution:

Property Administrator, (2 copies)

Delivery Schedule:

Within sixty (60) days of the Contracting Officer's written request.

d. RATE DISC

The contractor (includes prime and subcontractors) shall submit a rate disk for the period. This rate disk shall be for use with the RCMS cost tracking system in the field and shall include all fixed rates (both labor and equipment).

Copy Distribution:

Project Officer, (1 copy)

Delivery Schedule:

Within ten (10) days after award of a contract or exercise of an option

e. SITE SAFETY PLAN

The Contractor shall provide the following plan at the request of the On-Scene Coordinator, Project Officer or Contracting Officer in the format specified by the Ordering Officer in the task order.

Content Requirements: Covers three major areas: (1) the site itself, including any geographic hazards which may exist, (2) the materials and/or chemicals involved, including nature of each (i.e., explosive), exposure, recommendation for level of safety equipment to be used at site as well as personal protection and (3) all emergency services available locally, such as fire department, ambulance and hospitals, with telephone numbers for each.

Copy Distribution:

OSC, (1 copy)

Delivery Schedule:

Report to be received prior to commencing cleanup action for a particular site.

**F.9 USE OF RECOVERED MATERIALS IN PAPER AND PAPER PRODUCTS (EP 52.210-150)
(JUN 1991)**

(a) If the Contractor is required under this contract to deliver any of the paper and paper products listed below, all such items delivered shall meet the minimum content standards for recovered materials, postconsumer recovered materials, or waste paper set forth below in paragraph (b).

(1) Recovered materials are defined as waste material and by-products that have been recovered or diverted from solid waste, not including those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(2) Postconsumer recovered materials are defined as waste materials recovered from retail stores, office buildings, homes, and so forth after they passed through their end usage as a consumer item.

(3) Waste paper is defined as all items from the first two categories above in addition to forest residues, and manufacturing and other wastes.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use "High Grade Bleached Printing and Writing Papers" as defined in this clause to produce all progress reports, draft reports, final reports, any other products required to be delivered to the Government under this contract.

EPA MINIMUM CONTENT STANDARDS FOR SELECTED PAPER
AND PAPER PRODUCTS

	Minimum % Recovered Materials	Minimum % Postconsumer Recovered Materials	Minimum % Waste Paper
NEWSPRINT			40
HIGH GRADE BLEACHED PRINTING AND WRITING PAPERS:			
Offset printing			50
Mimeo and duplicator paper			50
Writing (stationery)			50
Office paper (e.g., note pads).....			50
Paper for high speed copiers			50
Envelopes			50
Form bond including computer			50
paper and carbonless			
Book papers			50
Bond papers			50
Ledger			50
Cover stock			50
Cotton Fiber papers	25		50
TISSUE PRODUCTS:			
Toilet tissue	20		
Paper towels	40		
Paper napkins	30		
Facial tissue	5		
Doilies	40		
Industrial wipes	0		
UNBLEACHED PACKAGING:			
Corrugated boxes	35		
Fiber boxes	35		
Brown papers (e.g. bags).....	5		
RECYCLED PAPERBOARD:			
Recycled paperboard products	80		
Pad backing	90		

**F.10 EFFECTIVE PERIOD OF CONTRACT--TIME AND MATERIALS, LABOR HOUR, OR
INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.212-155) (APR
1984)**

The effective period of this contract is from effective date of the contract through 36 months. The Government has the option of awarding an Award Term Option to the contractor in one-year (12 month) increments, not to exceed two (2) Award Term Options (24 months). See the Section H Clause entitled "Award Term Option Incentive Guidance."

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)

(a) The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

In addition to the Contracting Officer, the following individuals are authorized ordering officers:

All warranted OSCs listed at the following URL:
<http://www.epa.gov/oam/srpod/oscs.pdf>

These authorized ordering officers are limited to issuing work, provided such work is within the scope of the contract Statement of Work. However, only the Contracting Officer may change terms and conditions of the contract and exercise options to increase quantity.

(b) A Standard Form 30 will be the method of amending delivery orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

G.2 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through 60 months.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

G.3 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUN 1996) DEVIATION

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 25 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c) (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c) (2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e) (1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.4 PAYMENTS--FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (OCT 2000)

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the

Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials, other direct costs, and subcontracts.

(1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates discussed in paragraph (a)(1) of this clause and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with subparagraph (3) of this clause. Reimbursable costs in connection with subcontracts shall be payable to subcontractors consistent with FAR 32.504 in the same manner as for items and services purchased directly for the contract under paragraph (a)(1) of this clause. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal

course of business by the Contractor, the price to be paid for such material, notwithstanding (b)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) Contracting Officer notification: For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all delivery orders issued exceeds 85 percent of the maximum price specified in the schedule.

(d) Maximum amount. The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of

the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

G.5 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

G.6 ANNUAL ALLOCATION OF NON-SITE COSTS (EP 52.242-310) (OCT 1991)

(a) The contractor shall submit an allocation report annually on a Federal fiscal year (FY) basis. The purpose of this report is to allocate all payments made by EPA to the contractor for non-site-specific activities to the sites worked on by the contractor during the FY. Examples of non-site-specific activities include program management, contract fees (base, fixed, and award), and other tasks given to the contractor for non-site-specific work.

(b) Within 90 days after the end of each FY, EPA will provide the contractor the total amount of all invoices for the annual allocation period. The contractor shall submit two draft copies of the Annual Allocation Report to EPA within 60 days after receipt of the invoice amounts. The paragraph below titled, "Annual Allocation Report", lists the required submissions for the Annual Allocation Report. Attachment 8 to the contract, titled, "Instructions for Performing the Annual Allocation of Non-Site- Specific Costs" provides a

detailed explanation of each schedule type and steps for completing each schedule.

(c) The Superfund Accounting Branch of the Financial Management Division (FMD) will review the draft report and notify the contractor in writing of any corrections required for the final report. Two copies of the final report incorporating all of the necessary corrections are due 30 days after receipt of this notice. The final report shall also include a signed statement certifying that the data provided to EPA is supported by the contractor's accounting records. NOTE: These allocations represent changes to EPA's accounting system. No changes should be made to the contractor's accounting system.

(d) In addition to the two copies of the final reports, the contractor shall also submit the Summary of Allocation report on a 5 1/4" or 3 1/2" DOS computer disk in a Lotus 1-2-3 or ASCII format. The reports shall be sent to:

Chief, Superfund Accounting Branch
Environmental Protection Agency
Financial Management Division (3303F)
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

(e) When the contract performance period ends at other than the end of the FY, EPA will provide the amount to be allocated 90 days after submission of the last invoice following contract expiration. The time requirements for submission of draft and final reports noted in the paragraphs above will apply.

(f) If the contractor is submitting Annual Allocation Reports on costs incurred during FY 1991 and earlier, the contractor may combine each FY's report into one report. Approval must be granted by the Chief, Superfund Accounting Branch, FMD before the reports can be combined.

Allocation Methodology

Initial Steps:

Before beginning the allocation process, the contractor must perform four tasks:

- 1) Reconcile the paid amounts provided by EPA with contractor records,
- 2) Identify costs charged to sites with SSIDs and without SSIDs,
- 3) Redistribute costs for sites which initially did not have SSIDs, but which were subsequently assigned an EPA SSID, and
- 4) Identify which of the non-site activity costs should be allocated to sites:

The contractor shall delineate the amount of non-site- specific costs into the following non-site categories:

Program Management - (National & Regional, if applicable) - Payments made to the contractor for the specific management and administration of the contract as a whole. This includes contract fees except for fees applicable to individual sites.

Site Support Non-Site Activities - payments for activities which relate to, support, and/or benefit the sites worked on by the contractor.

Program Wide Non-Site Activities - payments for activities which support the overall Superfund program beyond the sites worked on under this contract; they are global in nature and purpose. These costs will not be allocated to sites in the annual allocation process.

Capital Equipment - equipment with an individual cost over \$5,000.00 and a useful life of greater than one year.

Start-up Costs - costs incurred generally in the first year and associated with efforts benefiting the entire contract term, e.g., quality assurance plans.

(g) The contractor shall allocate the non-site activity costs to sites, program wide non-site costs, and other appropriations using an allocation method that reflects the causal/beneficial relationship of the non-site costs to site costs. The preferred allocation method is a total cost base. However, with the approval of the Chief, Superfund Accounting Branch, FMD, the contractor may use an alternate methodology.

In addition, special allocations may be required as follows:

- All equipment with a unit value of \$5,000.00 or greater and a useful life of greater than one year shall be depreciated over its useful life and allocated to sites. The allocation of amortized equipment costs should reflect equipment usage on the sites. The preferred depreciation procedure is either a straight-line or actual usage basis. A depreciation schedule shall be maintained and submitted to EPA at contract expiration.
- Start-up costs, if applicable, shall be amortized over the life of the contract.
- Payments made for costs incurred in previous fiscal years, if material, shall be allocated in a separate report. If the contractor is unsure whether a paid amount is material, the contractor should contact the Chief, Superfund Accounting Branch, FMD.

Annual Allocation Report

Required:

- Summary of Allocation
- Master Allocation Schedule
- Statement of Allocation Methodology
- Listing of all invoices paid during the Federal fiscal year (with invoice numbers and amounts)
- Certification of Contractor Records - (final report only)

Required if applicable:

- Schedule of Start-up Costs
- Schedule of Capital Equipment Depreciation
- Schedule of Non-Site Activities

(h) The contractor should refer to "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" for a detailed explanation and illustration of the allocation process and methodology. Questions regarding any Annual Allocation requirements should be referred to the Chief, Superfund Accounting Branch, FMD at (202) 260-9268.

G.7 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

(a) The Contractor shall submit the information required by the clause entitled "Subcontracts" to the Contracting Officer and On-Scene Coordinator and obtain consent to subcontract from the Contracting Officer or On-Scene Coordinator in accordance with the following:

<u>DESCRIPTION</u>	<u>ACTION</u>	<u>RESPONSIBLE OFFICIAL</u>
Subcontracts under \$250,000 (Except as stated below)	Review & Consent	OSC
Sole Source Subcontracts Over \$25,000 (Except Transportation and Disposal)	Review Review & Consent	OSC CO
Sole Source Transportation and Disposal over \$250,000	Review Review & Consent	OSC CO
Innovative and Emerging Alternative Technology (All Dollar Amounts)	Review Review & Consent	OSC CO
All Other Actions Over \$250,000	Review Review & Consent	OSC CO

Innovative Alternative Technology is defined as any fully developed technology for which cost or performance information is incomplete, thus hindering routine use at CERCLA sites. An innovative alternative technology may require field testing before it is considered proven and available for routine and/or site specific use. Emerging Alternative Technology is defined

as alternative technology in an earlier stage of development than innovative alternative technology, where performance research has not yet successfully passed laboratory or pilot testing.

OSCs have authority to consent to subcontractor selection regardless of the dollar amount in instances where Contracting Officer consent cannot be obtained due to time constraints. Such action requires that a request for the ratification of the Contracting Officer be submitted to the Contracting Officer within five working days in instances where the action exceeds the authority of the OSC as specified above.

(b) The contractor is required to obtain consent to subcontract for all cost reimbursement, time and material, and labor hour type subcontracts, and for all fixed price subcontracts that either exceed \$25,000 or five percent of the total estimated cost of the prime contract, whichever is less. Subcontract consent is for subcontracted tasks involving "hot zones", all levels, indemnification, conflict of interest or safety training. (For additional review and/or approval for pollution liability indemnification, refer to Sections I and H of this RFP). For the purposes of this clause, a "hot zone" is defined as a site area requiring personal protective equipment at any level. The authority to consent to subcontracts is delineated in paragraph A herein.

(c) In instances where the subcontract exceeds \$25,000 or is of a number of subcontracts with a single subcontractor for the same or related supplies or services that in the aggregate are expected to exceed \$25,000, the Contractor shall provide in Block 23 of the EPA Form 1900-55 (or as an attachment thereto) prepared for the day on which the consent for the subcontract is given, information on how the subcontractor was selected and the competition obtained. For noncompetitive subcontracts, the Contractor shall provide a sole source justification which states why there is only one source and what efforts were made to obtain competition. A copy of the information upon which the subcontractor selection was made and/or the sole source justification must be attached to the Contracting Officer's copy of the EPA Form 1900-55.

(d) The following are designated as "Team Subcontractors" with rates established in the contract: TBD

Additional team subcontractors may be approved in writing only by the Contracting Officer.

(e) Additional subcontract consent provisions:

(1) Subcontract consent given under this clause is conditional upon the prime contractor providing the information required by Part 44 of the FAR to support the proposed subcontract;

(2) A copy of the signed subcontract shall be sent to the reviewing and consenting official(s);

(3) EPA consent to the subcontract does not relieve the prime contractor of any obligations or responsibilities under the prime contract;

- (4) EPA consent to the subcontract does not create any obligation for EPA relative to the subcontractor;
- (5) EPA consent to the subcontract does not create any "privity of contract" between EPA and the subcontractor;
- (6) EPA consent to the subcontract does not constitute a determination as to the acceptability of the subcontract price or the allowability of subcontract costs;
- (7) EPA consent to the subcontract does not constitute approval of the terms and conditions of the subcontract; and
- (8) The Contracting Officer will act only in disputes arising under the prime contract even if a subcontractor is affected by the dispute between EPA and the prime contractor.

G.8 EMERGENCY AND RAPID RESPONSE SERVICES--INVOICE REQUIREMENTS

(A) Notwithstanding the requirements of the clause in Section G entitled, "SUBMISSION OF INVOICES (EPAAR 1552.232.70) (JUN 1996) ALTERNATE I (JUN 1996) DEVIATION," separate invoices must be submitted for each task order issued under this contract. Billings for adjustments due to the Non-Site Specific Allocation requirements that are required by December 31 of each year and/or within 90 days of contract expiration (see Attachment No.7) shall be submitted on the following monthly invoices. Invoices for payment shall be submitted in an original and four (4) copies, distributed in accordance with the instructions set-forth in Paragraph C below, and shall include the contract number, order number, accounting and appropriation data as set forth in each task order, description of services, and amount of payment requested. Each invoice submitted for a particular task order shall be numbered consecutively.

(b) All invoices for payment under any task order shall be accompanied by a summary of charges claimed by major category: labor, equipment, sampling/analysis, transportation, disposal, travel and subsistence, materials, subcontracts and any other charges. Invoices must be broken down further as follows:

(1) Each invoice shall contain a "Summary Report" which will give current and cumulative totals listed by major category as shown above.

(2) A "Project Daily Summary" is to be included with each invoice. This portion of the invoice shall list the charges for each major category recorded by date with daily totals and separately show charges for each corporate entity providing cleanup services on the site. Charges incurred off-site must be clearly identified.

(3) Invoices are to include "Project Daily Detail Sheets" with each line item listed, giving a description, source of item, quantity, unit of measure, dollar rate, and total for the day. There shall be a subtotal for each major category and a total of charges for that day. The "Project Daily Detail Sheets" should be consistent with EPA Form 1900-55s prepared each day.

Differences between the "Project Daily Detail Sheets" and EPA Form 1900-55s must be explained fully by individual line item.

EXCEPTION: Where only maintenance activity is occurring at a site (e.g. bottled water, site security, etc.), a monthly EPA Form 1900-55 may be submitted in lieu of the Project Daily Summary and the Project Dailey Detail Sheets.

(4) An Other Direct Cost/Subcontract Log shall be included with the invoice and shall itemize all items purchased and/or provided at cost. Subcontract services provided at fixed rates listed in Section B of the contract should be excluded.

(5) Copies of hotel receipts are required to be submitted by the contractor along with monthly invoices. Lack of hotel receipts shall result in the suspension of unsupported amounts.

(6) An "Equipment Usage Log" shall be included with each invoice giving the dates that each piece of equipment was utilized during that billing period. The log shall include the source and unique identification number (e.g. serial number) for those equipment items billed at fixed rates as identified in Section B of the contract and for those other items of equipment for which provisional rates have been established in anticipation of fixed rates being negotiated into the contract or task order. Items using proposed provisional rates must be clearly identified.

c) Distribution shall be as follows:

(1) The original and two (2) copies of each invoice to the Finance Office specified in block 25 of page 1 of this contract.

(2) Two (2) copies of each invoice to the ERRS Project Officer. One (1) copy of the invoice shall be accompanied by readable copies of the Contractor Daily Cost Reports (RCMS generated Form 1900-55) required under the clause entitled "CONTRACTOR DAILY COST REPORT-EPA FORM 1900-55" and other documentation (sales receipts, charge tickets, invoices, (etc.) to substantiate all costs for which reimbursement is requested. This copy shall include, on the reverse side or in an attachment thereto, the following statements:

CONTRACTOR CERTIFICATION

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

DATE

Name and Title of Signer With
Authority to Bind the Company

ON-SCENE COORDINATOR'S CERTIFICATION

I certify to the best of my knowledge and belief that the services shown on the invoice have been performed and are accepted.

DATE-----
On-Scene Coordinator

(3) One (1) copy of each invoice to the address shown below. This copy shall be accompanied by readable copies of the Reports of Dailey Services required under "Reports of Work" and other documentation (sales receipts, charge tickets, invoices, etc.) To substantiate all costs for which reimbursement is requested.

U.S. Environmental Protection Agency
Contracts Management Section
290 Broadway, 27th Floor
New York, New York 10007-1866

G.9 URGENT REQUIREMENTS

The Contractor is required to respond within the time limits specified in Attachment No. 1. In the event that there exists a bona fide urgent need for immediate services in a time frame which is less than the time limits specified in Attachment No. 1, the Government reserves the exclusive right to make other arrangements for those services until such time as the contractor can arrive on scene and take responsibility for the cleanup.

In such a situation, the Ordering Officer shall verbally contact the Contractor to determine how fast a response can be made. If the Contractor agrees to respond within a shorter time than that specified in Attachment No.1, such lesser time shall then constitute the required response time for that individual task order.

Regardless of whether or not the Contractor indicates that it can respond in less than the minimum required time, if the response time offered by the Contractor does not meet the needs of the Government, the Ordering Officer has the exclusive authority to contract with another party to perform the initial services determined to be necessary to mitigate a threat to the public health and welfare. When the Contractor's personnel arrive on scene, arrangements shall be made with the On-Scene Coordinator for an orderly transition of responsibility. The Contractor may elect to subcontract any or all of the remainder of the cleanup services at that site to the party which has already commenced the work. In any event, however, it shall be mutually agreed upon between the Contractor's representative and the OSC as to when the Contractor shall begin performance at that site.

G.10 SUBCONTRACTOR SELECTION PROCEDURES

The Contractor shall select subcontractors for construction management, architectural and engineering, surveying and mapping, and related services in accordance with Title IX of the Property and Administrative Services Act of 1949. Such procedures are required by Section 119 of the Superfund Amendments and Reauthorization Act of 1986 in support of the Superfund program.

G.11 POST-AWARD CONFERENCE

A post-award conference shall be held within thirty (30) calendar days after contract award to: (1) achieve a clear mutual understanding of all contract requirements and, (2) to identify and resolve potential problems. Attendance will be required by representatives of the Contractor and the Environmental Protection Agency.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000)

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

H.2 PRINTING (EPAAR 1552.208-70) (OCT 2000)

(a) Definitions.

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

(b) Prohibition.

The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is not to allow the duplication of final documents for use by the Agency. In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) Affirmative Requirements.

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) Permitted Contractor Activities.

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), so long as such pages do not exceed the maximum image size of 10 $\frac{3}{4}$ by 14 $\frac{1}{4}$ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress. The intent of the limitation is to allow ``incidental'' duplication (drafts, proofs) under a contract. The intent of the limitation is not to allow the duplication of copies of final documents for use by the Agency or as distributed as instructed by the Agency.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, so long as such pages do not exceed the maximum image size of 10 $\frac{3}{4}$ by 14 $\frac{1}{4}$ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

H.3 "GREEN" ACCOMMODATIONS

The contractor shall, to the greatest extent possible, utilize accommodations (hotels) which are environmentally conscious, "green," while traveling under this contract. Guidance is provided at the following address:
http://www.epa.gov/opptintr/greenmeetings/current_init.htm#STANDARDS

Please refer to Section L and M for information regarding the Government's evaluation of the offeror's intent to utilize "green" accommodations.

H.4 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant

agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

H.5 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.6 LIMITATION OF FUTURE CONTRACTING (ALTERNATE I) ERRS

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) Unless prior written approval is obtained from the cognizant EPA Contracting Officer, the Contractor, during the life of the delivery order or tasking document and for a period of five (5) years after the completion of the delivery order or tasking document, agrees not to enter into a contract with or to represent any party, other than EPA, with respect to: (1) any work relating to CERCLA activities which pertain to a site where the Contractor previously performed work for EPA under this contract; or (2) any work that may jeopardize CERCLA enforcement actions which pertain to a site where the Contractor previously performed work for the EPA under this contract.

(d) During the life of this contract, including any options, the Contractor agrees that unless otherwise authorized by the Contracting Officer:

(1) It will not provide any Superfund Technical Assistance and Removal Team (START) type activities (e.g., START contracts) to EPA within the Contractor's ERRS assigned geographical area(s), either as a prime contractor, subcontractor, or consultant.

(2) It will not provide any START type activities (e.g., START contracts) to EPA as a prime contractor, subcontractor or consultant at a site where it has performed or plans to perform ERRS work.

(3) It will be ineligible for award of START type activities contracts for sites within its respective ERRS assigned geographical area(s) which result from a CERCLA administrative order, a CERCLA or RCRA consent decree or a court order.

(e) The Contractor and any subcontractors, during the life of this contract, shall be ineligible to enter into an EPA contract or a subcontract under an EPA contract, which supports EPA's performance of Superfund Headquarters policy work, including support for the analysis and development of regulations, policies, or guidance that govern, affect, or relate to the conduct of response action activities, unless otherwise authorized by the Contracting Officer. Examples of such contracts include, but are not limited to, Superfund Management and Analytical support contracts, and Superfund Technical and Analytical support contracts.

(f) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(g) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(h) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (h)

unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(i) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(j) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

H.7 TASK ORDER CONFLICT OF INTEREST CERTIFICATION

Within 20 calendar days of receipt of the Task Order, the contractor shall provide the Contracting Officer with a conflict of interest certification. Where task orders are issued for work on or directly related to a site, the contractor is only required to provide a conflict of interest certification for the first task order for that site. For all subsequent work on that site, the contractor has a continued obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

In the certification, the contractor must certify, to the best of the contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that, to the best of the contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the contractor must certify that its personnel who perform work under this task order or relating to this task order, have been informed of their obligations to report personal and organizational conflicts of interest to the contractor. The certification shall also include a statement that the contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this task order or other work relating to this site.

H.8 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings:

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories:

Quality,
Cost Control,
Timeliness of Performance,
Business Relations,
Compliance with Labor Standards,
Compliance with Safety Standards, and
Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

(1) Complete a description of the contract requirements;

(2) Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);

(3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;

(4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and

(5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

H.9 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.10 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.11 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.12 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

H.13 LIMITATION ON REIMBURSEMENT FOR RENTAL EQUIPMENT (EP 52.231-305) (APR 1992)

(a) If a fixed rate for equipment has been included in the contract but the contractor provides that equipment through a third-party subcontract or short-term rental/lease, reimbursement for that equipment shall be at cost plus any applicable indirect costs not to exceed the fixed rate specified in the contract for that item for the prime contractor or team subcontractor, depending upon which (prime contractor or subcontractor) leases or rents the equipment.

(b) If it is determined by the contracting officer to be in the best interest of the Government to suspend this limitation, reimbursement for rented/leased equipment may be at a cost which exceeds the fixed rate. Such consideration shall be made on a case-by-case basis. A request for approval of a higher cost shall be made by the contractor in writing to the contracting officer in advance of charging the higher rate. Written documentation supporting the request shall include the description of the item, CLIN number, proposed cost, an explanation of why the contractor is proposing to rent/lease the equipment, and such other information as may be considered necessary by the contracting officer to evaluate the proposal.

(c) In the event of an emergency, the On-Scene Coordinator (OSC) may approve a higher rate with written documentation to be forwarded by the contractor to the contracting officer through the OSC within ten (10) calendar days thereafter. In addition to the information required in the proceeding paragraph, details on the nature of the emergency shall be included.

(d) The final determination on reimbursement for a cost for rented/leased equipment for which the contract includes a fixed rate shall be the responsibility of the contracting officer except in an emergency during which the OSC's approval shall be accepted by the contracting officer until the emergency situation is stabilized provided the required documentation is submitted to the contracting officer within the time specified above.

(e) In determining the allowability of reimbursement for the cost of rented/leased equipment for which the contract includes a fixed rate and which results in a cost in excess of the fixed rate, the Government may consider incremental charges incurred in connection with rental equipment for excessive usage and peak seasons during which time all of the contractor's owned equipment is dedicated to other EPA sites. The Government may also take into consideration instances where the contractor's equipment has been in use on a long-term basis on non-EPA jobs before being required by EPA and the length of the EPA job.

H.14 LIMITATION ON FIXED-RATE EQUIPMENT CHARGES (EP 52.231-310) (APR 1992)

(a) The charges for a specific Contract Line Item (CLIN) under a delivery order shall be limited to the average acquisition cost for all like items in the contractor's inventory at the time of contract award and shall remain fixed for that year of the contract. Proposed increases in the average acquisition cost due to acquisition of additional equipment shall be subject to reconsideration by the Government at the end of each year of the contract for the next year of the contract. The average acquisition cost shall be made available to the OSC for use in the Removal Cost Management System (RCMS)

prior to any charge being entered into the RCMS for that CLIN.

(b) Once the average acquisition cost for a CLIN has been equaled in charges to the delivery order no additional charges for use of that CLIN shall be allowed until a rate representing the contractor's ongoing costs for maintaining the equipment has been agreed to. Such cost may include such charges as maintenance, storage, licenses, taxes, applicable indirect costs, and profit. The contractor's proposal for a rate to cover maintenance costs shall be submitted to the contracting officer when the charges to the delivery order for that CLIN at the fixed-rate equal 85% of the average acquisition cost for that particular CLIN.

(c) Where two items of the same CLIN are being used simultaneously on the same delivery order, the limitation shall be the number of items times the average acquisition cost for the CLIN.

H.15 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

H.16 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a

written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.17 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (MAR 2001) DEVIATION

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to, the following:

(1) To Agency contractors and other federal agencies and their contractors tasked with recovery, or assisting the Agency in the recovery, of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund) and/or Sec. 311(c) of the Clean Water Act (CWA), as amended by the Oil Pollution Act of 1990 (OPA) (33 U.S.C. 1321(c));

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising and representing the Agency or other federal agencies in procedures for the recovery of Superfund expenditures and costs and damages to be deposited to the Oil Spill Liability Trust Fund (OSLTF);

(3) To the U.S. Department of the Treasury and contractors employed by that department for use in collecting costs to be deposited to the Superfund or the OSLTF;

(4) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), OPA Sec. 1002 (33 U.S.C. 2702), or CWA Sec. 311 (33 U.S.C. 1321) and their insurers or guarantors ("Potentially Responsible Parties") for purposes of facilitating collection, settlement or litigation of claims against such parties;

(5) To other Agency contractors who, for purposes of performing the work required under their respective contracts, require access to information that the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the CWA (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); CERCLA (42 U.S.C. 9601 et seq.); or the OPA (33 U.S.C. 2701 et seq.)

(6) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support

and specialized technical support to the Agency's technical evaluation panels;

(7) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(8) To the Speaker of the House, President of the Senate, or Chairman of a Congressional Committee or Subcommittee;

(9) To entities such as the General Accounting Office, boards of contract appeals, and the courts in the resolution of solicitation or contract protests and disputes;

(10) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions, for the Agency; and

(11) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, CBI shall only be released under subparagraphs (1), (2), (3), (4), (5), (6), (7), or (10) pursuant to a confidentiality agreement.

(d) With respect to EPA contractors, EPAAR 1552.235-71 will be used as the confidentiality agreement. With respect to contractors for other federal agencies, EPA will expect these agencies to enter into similar confidentiality agreements with their contractors. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA, the CWA, or the OPA. Such entities include, but are not limited to, accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.18 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000)

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a

certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

H.19 CONFIDENTIALITY OF INFORMATION (MAR 2004)

Any data that is generated or obtained during contract performance by the Contractor and/or subcontractors, shall be considered confidential and shall not be disclosed to anyone other than Environmental Protection Agency employees or to the Department of Justice without the prior written approval of the On-Scene Coordinator. Nor shall any such data be used for any other purpose except in connection with this contract. Any such data generated or obtained during contract performance shall be delivered to the Government at the request of the Contracting Officer.

H.20 BACKGROUND CHECKS FOR EPA CONTRACTORS PERFORMING SERVICES (MARCH 2004)

(a) The requirements of this clause apply to the successful awardee(s) of the contract.

(b) Definitions: For purposes of this clause, on-site refers to any federally-owned or leased space and any commercial space primarily occupied by Federal workers. It also includes EPA designated Superfund sites regardless of whether or not they are federally-owned or leased.

(c) The contractor shall collect the background check information described below for all employees who will be working ERRS work under this contract prior to the employee beginning contract work. Contractors are responsible for collecting the background check information and submitting such information to the EPA Headquarters Personal Security Branch prior to the employee beginning to perform any work under the contract. The information will be used by EPA to make a suitability determination regarding the employee's suitability to perform work under the contract. Except as otherwise permitted by this clause or any other clause in the contract, no employee to whom the requirements of this clause apply may perform contract work until EPA determines the suitability of the employee to perform work under the contract. At a minimum, the background check information to be collected and submitted by the contractor must include the following information:

(i) Law enforcement checks (Federal, State, and Local for the past 5 years);

(ii) Social Security Number trace; and

(iii) Verification of U.S. citizenship or legal resident status.

(d) The contracting officer will notify the contractor within 30 days from the date of the submission of the background check information to EPA of those employees found unacceptable by EPA to perform contract work based on the suitability determination. The contractor is responsible for a qualified replacement.

(e) Compliance with the requirements of this clause shall not be construed as providing a contractor employee clearance to have access to classified

information or confidential business information.

(f) Contracting officers, on a case-by-case basis, may, either temporarily or permanently, waive the requirements of this clause, if they determine, in writing, that background checks and suitability determinations are not necessary: (1) at a specific location, (2) for a specific individual, or (3) prior to beginning work.

(g) The contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts that will perform the work identified in paragraph (c) of this clause under this contract.

(h) The contractor must submit the following information to the Agency:

(i) The background check information on all applicable employees, required in (c) above;

(ii) The name and phone number of the cognizant EPA contracting officer; and

(iii) A copy of the contract statement of work.

By Mail: US EPA Headquarters
Personal Security Branch (3206R)
Office of Administrative Services
1200 Pennsylvania Avenue, NW
Washington, DC 20460

By Courier: US EPA Headquarters
Personal Security Branch (3206R)
Office of Administrative Services
Ronald Reagan Building
Mezzanine Floor, Room M-300
1301 Pennsylvania Avenue, NW
Washington, DC 20001

H.21 DRUG-FREE WORKFORCE (MAR 2004)

a) Definitions. As used in this clause, the terms "controlled substance", "employee", and "directly engaged" are as defined in FAR 23.503.

(b) (1) In addition to the requirements of FAR Subpart 23.5 entitled "Drug-Free Workplace", the Contractor shall test employees for the use of marijuana, cocaine, opiates, amphetamines, phencyclidine (PCP), and any other controlled substances as directed on a project specific basis by the Contracting Officer. The Contracting Officer will define whether this applies only to the field staff, or includes project support as well. With respect to those employees who have been previously tested for the specified controlled substances, only those employees who have been tested within 90 calendar days prior to being directly engaged in the clean-up and/or related activities and whose test results were negative for the presence of the specified controlled substances shall be permitted to be directly engaged in the clean-up and/or related activities.

(2) The Contractor shall take appropriate steps to set up and administer the program, and if directed by the Contracting Officer, testing employees who are currently directly engaged in performance of clean-up and or related activities. Employees who refuse to take the test will be prohibited from performing any clean-up and/or related activities at the site. Employees who take and fail the test will be prohibited from performing any clean-up and/or related activities under the contract. Criteria for reinstatement to the contract shall be discussed and agreed upon by the contractor and the Contracting Officer.

Employees to be assigned in the future to perform clean-up and/or related activities must test negative for the presence of the specified controlled substances prior to being assigned by the Contractor to perform such work.

(3) The Contractor's testing program shall conform to the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" published by the Department of Health and Human Services (59 FR 29908, June 9, 1994) and the procedures in 49 CFR Part 40, "Procedures for Transportation Drug Testing Programs." References to "DOT " shall read, as "EPA" and the split sample method of collection shall be used. EPA, however, shall not require random testing as prescribed in the DOT program. The Contractor's program shall prohibit any employee from working on the site or perform any clean-up or related activity if the employee is determined under the Contractor's program to have used, in violation of applicable law or federal regulation, a controlled substance.

(4) The use of a controlled substance in accordance with the terms of a valid prescription or other uses authorized by law shall not be subject to the requirement of this clause.

(C) The Contractor shall make a good faith effort to ensure that no employee directly engaged in clean-up and/or related activities is intoxicated or impaired.

(d) The Contractor shall insert a clause substantially the same as this clause, including this paragraph (d), in all subcontracts in which work is to be performed at or related to any site at which ERRS work is performed.

H.22 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.23 EPA REGIONAL CROSSOVER (MAR 2004)

(a) In the event of the Contractor's potential or actual conflict of interest in conducting a specific Task Order or similar tasking document (as determined by the Contracting Officer), or when the maximum amount of effort has already been ordered or is about to be ordered by the Government, or in any other situation in which it is determined to be in the best interest of the Government, professional services for this Region may be ordered through another Region's contractor.

(b) The Contractor agrees to accept Task Orders or similar tasking documents for services within any other Region, provided the amount of such services, in addition to other work performed under this contract, does not exceed the maximum amounts specified in the Section B clause entitled "FIXED RATES FOR SERVICES." If services to be performed in another region are ordered by the Government, the required response time and other terms and conditions for that support service shall be mutually agreed upon by the Contractor's representative and the EPA Contracting Officer at the time of the placement of the work assignment or other tasking document.

H.24 TRANSBOUNDARY EFFORTS (MAR 2004)

The contractor shall provide support activity in a foreign country in accordance with the contract Statement of Work to the extent that there is domestic legal authority to provide such support activity and to the extent that such support activity is authorized by, and consistent with, an international agreement between the government of the U.S. and the government of the foreign country. The contractor is advised that it may be subject to applicable foreign law while performing such support activity in the foreign country and the Contractor is responsible for ensuring that it complies with all relevant requirements of the foreign country that are necessary to perform such support activity in those countries.

H.25 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Program Manager
Alternate Program Manager
Response Managers

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.26 ALTERNATE PROGRAM MANAGER

The contractor shall have an Alternate Program Manager available in those instances only when the designated Program Manager is not available. The Alternate Program Manager category is included in the clause entitled "KEY PERSONNEL" and is subject to the terms and conditions stated in that clause. The contractor shall invoice for the Alternate Program Manager under those hours and the rate listed for the Program Manager in the Schedule.

H.27 PUBLICITY (EPAAR 1552.237-74) (APR 1984)

(a) The Contractor agrees to notify and obtain the verbal approval of the on-scene coordinator (or Project Officer) prior to releasing any information to the news media regarding the removal or remedial activities being conducted under this contract.

(b) It is also agreed that the Contractor shall acknowledge EPA support whenever the work funded in whole or in part by this contract is publicized in any news media.

H.28 PUBLIC COMMUNICATIONS

The contractor shall not represent itself as the EPA to outside parties. To maintain public trust, the contractor shall, when communicating with outside

parties, explain that they are an Agency contractor.

H.29 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.30 GOVERNMENT - CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUL 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 5 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 5 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

H.31 DECONTAMINATION OF CONTRACTOR PROVIDED EQUIPMENT

With regard to equipment provided by the Contractor, the On-Scene Coordinator (OSC) or other Federal Official may direct that such equipment be decontaminated either at the site of the removal or at the contractor's facilities. Labor charges and charges for decontamination equipment (equipment used to decontaminate other equipment) for decontamination efforts directed by the Government will be considered allowable charges under this contract and will be paid in accordance with the applicable rate(s) specified in Clause B.1. Charges for the equipment while it is being decontaminated

will not be allowable charges under this contract. If the OSC directs any portion of the decontamination process to be performed at the contractor's facilities, a reasonable charge for the decontamination labor and decontamination equipment not to exceed one day shall be allowed for the time equipment is being decontaminated. Expenses for additional decontamination efforts not authorized by the OSC shall be borne by the Contractor.

H.32 ACCESS RIGHTS AND ACCESS AGREEMENTS

The government, with assistance and cooperation from the contractor, shall obtain access rights and access agreement as necessary to fulfill the requirements of the contract.

H.33 SALVAGEABLE PRODUCTS

Salvageable products, and the proceeds derived from them, may become the property of the Government if materials recovered from clean-up and containment operations are salvageable. The Government may elect to have the contractor transport such recovered materials to an appropriate facility or directly to a commercial salvage company. If the Government elects to deliver recovered materials to a commercial salvage company, the contractor shall obtain receipts for payment and these payments shall be applied as a credit to the contract. If the balance of allowable contract costs is less than the credit for recovered materials, the contractor shall reimburse the Government for the difference.

H.34 HEALTH AND SAFETY

The nature of the work to be performed under this contract is inherently hazardous. The Contractor is responsible for the safety of its employees and subcontractor employees on-site. However, the On-Scene Coordinator (OSC) has the authority to establish the standards of safety for all individuals on-site at any time. The Contractor shall ensure that all contractor personnel working at the site are in compliance with EPA, OSHA, State and minimum standards as specified by the OSC. The required level of protection may be specified by the OSC. (Table I of Attachment No.1 specifies the definitions of each level of protection.) An OSC's determination of the required level of protection at all times shall be considered final, and shall not be subject to the "Disputes" clause of this contract.

If the Contractor has a dispute with respect to health and safety, which cannot be resolved between the OSC, or other designated Federal officials and the contractor's Health and Safety representative, the matter will be referred to the Regional Health and Safety Officer and to the Contractor's corporate Health and Safety representative for resolution. If the health and safety issue still cannot be resolved, then the matter will be referred to EPA's Environmental Response Team's (ERT) Safety and Occupational Health Manager, Edison, NJ, for consultation with EPA's Headquarters Occupational Health and Safety Director for final determination. Notwithstanding this dispute resolution process, the contractor may not delay implementation of an OSC directive pertaining to health and safety.

When a specific site safety plan is required as part of a task order to be developed by the Contractor, such plan shall be submitted to the OSC for review and approval prior to commencing work. Upon receipt of the OSC's approval, the Contractor shall follow such plan throughout the duration of the removal action, unless modifications to the plan have been directed by the OSC. If a safety plan is provided by the Government, the Contractor agrees to follow such plan unless objections are made known to the OSC within twenty-four (24) hours (or less if specified by the task order) of its submission to the Contractor. In any event, commencement of cleanup services without notification to the OSC of any objections will be deemed to constitute acceptance of the safety plan.

Notwithstanding the EPA's aforementioned rights to direct contractor compliance with certain health and safety standards, levels and plans, the contractor retains the right to employ more stringent health and safety requirements for itself and its subcontractors. However, the extra costs associated with these more stringent requirements shall not be borne by the EPA.

H.35 AUTHORITY TO TAKE DIRECTION

The Contractor agrees to make whatever arrangements are necessary to ensure that there is someone on site at all times with the authority to take direction from the On-Scene Coordinator or his designee and to manage the activities being performed. If work is being performed solely by subcontractor personnel and there is no on site presence of a representative from the prime contractor's firm, the Contractor hereby agrees to authorize the subcontractor(s) to take direction and to make decisions on behalf of the prime contractor.

H.36 GOVERNMENT RIGHTS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA)

The award of this contract does not constitute a waiver of the Government's right to bring action against any person, or persons, including the Contractor, for liability under any provision of CERCLA. Furthermore, if the Contractor is determined to be liable under Section 107 of CERCLA, the Government may set-off the amount of any such liability against amounts otherwise due and payable under this contract.

The disclosure of any potential conflicts of interest as required by the "Conflict of Interest" clauses of this contract shall not be construed or interpreted as an admission by the contractor of any liability under CERCLA. Further, nothing contained within this contract shall be deemed, construed and/or interpreted as a waiver by the contractor of any defenses it may have or may wish to assert in any action by the Government under CERCLA.

H.37 USE OF CONTRACTOR-OWNED OR AFFILIATED LABORATORIES AND TREATMENT FACILITIES

The On-Scene Coordinator (OSC), in conjunction with the Contracting Officer, will determine the appropriateness of using contractor-owned or affiliated laboratories under this contract. Such determinations need to be

based on competition, site safety concerns, and the potential for an actual or potential conflict of interest on the part of the contractor.

There are certain situations where the use of a contractor-owned or affiliated laboratory and/or treatment facility would not be appropriate, such as in determining the extent of contamination and/or estimating volumes of material to be disposed. However, under emergency response conditions, there may be instances where real time analytical support services from the contractor-owned or affiliated laboratories are necessary and do not present a conflict of interest. Situations of this nature would be the real time analysis of unstable waste materials to provide OSCs with the information to protect the public health and environment as well as site personnel.

H.38 REQUIRED SUBCONTRACTING OF TRANSPORTATION AND DISPOSAL OF OIL AND HAZARDOUS SUBSTANCES

(a) The contractor is always required to subcontract the off-site treatment, storage, and ultimate disposal of the materials removed from the site. An affiliate, as defined by the FAR, is considered part of the prime contractor. If the prime contractor or prime-team subcontractors have fixed facilities for hazardous waste treatment, storage, or disposal within the same company, such facilities will not be eligible for use under this contract. These restrictions do not preclude contractor facilities from being utilized under other Superfund contracts.

(b) The contractor is required to subcontract all transportation of oil, petroleum, and hazardous substances removed from the site of the cleanup to an appropriate storage or disposal facility. If the prime contractor has transportation equipment within the same company, such equipment and facilities will not be eligible for use under this contract unless this requirement is waived by prior written approval of the Contracting Officer or as described in (d) below.

(c) The methods selected for off-site transportation and disposal are subject to the verbal consent of the OSC.

(d) The OSC may direct the contractor to perform off-site transportation services up to a ceiling amount of \$10,000 per site when the contractor has available the necessary transportation equipment, labor, and licenses. The OSC must make a written determination that the situation on site clearly demonstrates that it is in the Government's best interest from a timing, price or cost, or other basis to allow the contractor to provide transportation, and the rates to be utilized are acceptable to the OSC.

H.39 TASK ORDERS

(a) Delivery or performance of the cleanup services under this contract shall be made only as authorized by orders issued in accordance with and by individuals named in Section G entitled, "Ordering--By Designated Ordering Officers (EPAAR 1552.216-72) (APR 1984)." Authorized ordering personnel listed may issue orders orally under this contract when warranted for **routine or non-routine emergencies only**. These assignments must then be issued in writing by the Project Officer and Contracting Officer within five (5) calendar days after the oral direction. The Task Order shall indicate on which date the

assignment was issued orally.

(b) The Government is obligated to make payment only for work actually completed regardless of any estimates of prospective quantities.

(c) Nothing contained in this contract shall prohibit the Government from placing other orders or contracts for this or similar services.

(d) Cleanup efforts will only be ordered through the issuance of individual Task Orders. All Task Orders issued will be for the services specified in each Task Order, and will be in accordance with the fixed rates specified elsewhere in this contract.

(e) In the event of an emergency, the Ordering Officer may issue a verbal order, to be followed up in writing within forty-eight (48) hours of verbal notification with a confirming written Delivery Order.

(f) The On-Scene Coordinator named in the Task Order will be responsible for the technical administration of Task Orders placed hereunder. Neither Ordering Officers nor On-Scene Coordinators have authority to modify any provision of this contract. Any request for deviation from the terms of this contract or any Task Orders issued hereunder must be submitted to the Contracting Officer for contractual action.

(g) A separate Optional Form 347 or EPA Form 1900-59 will be issued for each task order. Each task order will include:

- (1) Date of order.
- (2) Contract Number and order number.
- (3) Item number and description, quantity, and unit price.
- (4) Delivery or performance date.
- (5) Place of delivery or performance (including consignee).
- (6) Packaging, packing, and shipping instructions, if any.
- (7) Accounting and appropriation data.
- (8) Any other pertinent information, such as the time of the order (if issued verbally), name of the On-Scene Coordinator (OSC) responsible for providing technical direction at that site and the required response time.
- (9) Location of the site and the name of the Response Manager assigned by the Contractor.
- (10) The specific Statement of Work related to the cleanup activity covered by the Task Order, any "optional" reports required, and any other special technical requirements, instructions or clearances.

(h) The contractor shall acknowledge receipt of each order in writing within 5 calendar days after its issuance date. Such acknowledgment shall be submitted to the Ordering Officer, with a copy forwarded to the Contracting Officer responsible for administration.

(i) Upon receipt of the order, if the Contractor considers the specified completion date to be unreasonable or unrealistic for the required effort, he shall notify the Contracting Officer within five (5) days of receipt of the order or one-half (1/2) of the time specified for performance of the order, (whichever is less) stating why the completion date is considered unrealistic.

(j) The ceiling amount for each task order will be the ceiling price stated therein, and constitutes the maximum amount for which the Government shall be liable. The Contractor shall not make expenditures or incur obligations in the performance of the order which exceed the specified ceiling amount except at the contractor's own risk. Any increase to the ceiling amount will be authorized in a written modification to the Task Order, and will be a unilateral action by the Government.

(k) A standard Form 30 will be used to modify all Task Orders, and will be signed by the Contracting Officer and when applicable the Contractor.

H.40 DATA

(A) The Contractor hereby agrees to deliver to the Government within sixty (60) days after completion of the contract period of performance the following documents:

(1) All originals and copies and all abstracts or excerpts therefrom, of all information supplied to the Contractor by the Government and specifically designated "Confidential Business Information", pursuant to the contract clause entitled "Treatment of Confidential Business Information."

(2) All originals and copies, abstracts or excerpts therefrom, of all information collected by the Contractor directly from a business or from a source that represents a business or businesses, such as a trade association, pursuant to the contract clause entitled "Screening Business Information for Claims of Confidentiality".

(3) All originals (if originals are unavailable, copies will be acceptable) of all data, as that term is defined in the contract clause entitled "Rights in Data-General", which is pertinent to the support the Emergency Response Program and has been furnished to the Contractor in performance of this contract. In the event that there is any disagreement as to whether certain data is considered pertinent, the Project Officer shall make the final determination. This determination shall not be subject to the terms of the clause entitled "Disputes" set forth in the Contract Clauses of this contract.

(4) Copies of all other types of data, including, but not limited to, reference materials, source lists, field notes, log books, chemical data, maps, and photographs pursuant to the contract clause entitled ADDITIONAL DATA REQUIREMENTS.

(B) With regard to all copies of data specifically requested by the Government and supplied in response thereto by the Contractor under the contract clause entitled ADDITIONAL DATA REQUIREMENTS, the Contractor shall, pursuant to said clause, be entitled to an equitable adjustment to cover the cost of collecting, preparing, editing, duplicating, assembling, and shipping the data requested.

(C) The Contractor shall not be required to turn over or provide to the Government any of the following:

(1) Financial, administrative, cost and pricing and management

data, or other information incidental to contract administration, pursuant to the clause entitled "Rights in Data-General". Such financial, cost or pricing data does not refer to site specific cost records which are necessary to substantiate cost recovery actions.

(2) Contractual agreements for supplies or services. (This exclusion does not apply however, to data resulting from such services.)

(3) Contractor and personnel performance ratings and evaluations.

(4) Data previously developed by parties other than the Contractor which was acquired independently of this contract or acquired by the Contractor prior to this contract under conditions restricting the Contractor's right to such data.

(D) Upon receipt of all data provided to the Government by the Contractor under paragraph A above, the Government shall acknowledge in writing to the Contractor the receipt of all confidential or other data.

H.41 STOP WORK ORDER FOR TASK ORDERS

STOP-WORK ORDER clause (FAR 52.242-15) applies to individual task orders, as well as, the contract. In addition to the Contracting Officer, Ordering Officers identified in contract clause G.1 ORDERING--BY DESIGNATED ORDERING OFFICERS and On-Scene Coordinators may issue Stop-Work Orders in accordance with this clause. The ninety (90) day period stated in the STOP-WORK ORDER (FAR 52.242-15) clause is hereby reduced to fourteen (14) days when applied to task orders.

H.42 RETENTION AND AVAILABILITY OF CONTRACTOR FILES

(A) This contract contains the Federal Acquisition Regulation Clause 52.215-2 "AUDIT AND RECORDS-NEGOTIATION (JUN 1999)" wherein the contractor is required to maintain and make available to the Contracting Officer or representative of the Contracting Officer (in accordance with FAR Subpart 4.7 "Contractor Records Retention") at its office at all reasonable times the books, records, documents, and other evidence relating to this contract including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this contract. Such files shall be made available for examination, audit or reproduction.

(B) The Contractor is advised that the Government may file suit against potential responsible parties for costs incurred relative to site related cleanup activities. In such proceedings, the Contractor's cost and performance records may become an integral part of the Government's case.

(C) Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the contractor shall make available to the Government, and only to the Government, the records described in A and B above and in the Audit Clause for a period of 10 years after final payment under the contract. (See FAR 4.703(b)(1))

(D) In addition, the Contractor shall make available to the Government, and only to the Government, the records relating to any appeals, litigation

or the settlement of claims with third parties and which relate to this contract (i.e. cost recovery) until such appeals, litigation, or claims are disposed of.

(E) The Contractor shall not destroy original records relating to the contract until (1) all litigation involving the records has been finally settled and approval is obtained from the Contracting Officer or (2) ten (10) years have passed from the date of final payment and no litigation involving the records has been instituted and approval of the Contracting Officer is obtained. In no event should individual records be destroyed if litigation is in process or is pending related to such records.

(F) From time to time, the Government may, in support of litigation cases, have the need for the Contractor to research and make available such records in a form and manner not normally maintained by the contractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required during contract performance, a negotiated supplemental agreement will be issued under the contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be instituted with the contractor.

(G) The final invoice (completion voucher) submitted hereunder, after physical completion of the contract within the stated period of performance, will represent the final claim under the contract.

H.43 TESTIMONY

From time to time, the Government may require expert and non-expert witnesses for the preparation of affidavits and depositions and to provide testimony during enforcement proceedings for a given site where the contractor provided services. Such effort shall be considered within the scope of this contract. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible and shall, if necessary, be an expert in their field. The testimony shall normally relate to what actions the contractor took at a site.

H.44 REMOVAL COST MANAGEMENT SOFTWARE SYSTEM

(a) The use of EPA's Removal Cost Management Software System (RCMS) is mandatory to prepare and submit EPA Form 1900-55, Daily Cost Summary Reports, during performance under this contract. **All invoices must be generated directly from the contractor's accounting system. The contractor is prohibited from utilizing RCMS data in the preparation of their invoices.**

(b) Minimum hardware requirements for the system are:

- IBM compatible computer (MS-DOS)
- One 5 1/4" floppy disk drive or 3 1/2" diskette
- 4 megabytes of available hard disk space
- 640 k bytes RAM
- parallel printer

(c) Minimum software requirements to use the system are:

-MS-DOS Version 5.0 or higher

(d) Initial contractor training of the use of this system will be provided by the EPA.

(e) The cost of this system shall not be reimbursable as a direct cost under this contract.

(f) Contractor will be required to provide archive disks for each delivery order on a monthly basis to the Project Officer.

(g) Current archive disks covering the invoice period must be submitted to the On-Scene Coordinator with the invoices. All charges on the invoices must also appear on the accompanying EPA Form 1900-55s.

(h) Final archive disk(s) shall be forwarded to the Project Officer within 30 days of the completion of work at the site

H.45 PAYROLLS AND BASIC RECORDS

(a) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the contract work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(b) The records to be maintained under paragraph (a) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by the Contracting Officer or the Department of Labor or their authorized representatives. The Contractor and subcontractors will permit such representatives to interview employees during working hours on the job.

(c) The Contractor shall insert paragraphs (a) through (c) of this clause in all subcontracts, and shall require their inclusion in all subcontracts at any tier.

H.46 DAVIS-BACON ACT (DBA) AND SERVICE CONTRACT ACT (SCA) APPLICATION BY TASK ORDER

THIS CLAUSE APPLIES TO TASK ORDERS THAT REQUIRE THE CONTRACTOR TO PERFORM "CONSTRUCTION" AS DEFINED IN FAR PART 36, SUBPART 36.102.

Each Task Order issued under this contract will be subject to either DBA or SCA prevailing wage rates or both as determined by the Secretary of Labor. The contractor shall segregate by Task Order those portions of the effort specifically related to DBA and SCA and determine wage rates by labor category classification accordingly. The On-Scene Coordinator (OSC), together with the contractor, will be responsible for ensuring compliance with the appropriate wage determination. Should there be a question or dispute relating to what segment of the work falls within DBA versus SCA wage classifications, the

Contracting Officer will make the final determination.

H.47 SCHEDULE FOR DBA WAGE DETERMINATION

THIS CLAUSE APPLIES TO TASK ORDERS THAT REQUIRE THE CONTRACTOR TO PERFORM "CONSTRUCTION" AS DEFINED IN FAR PART 36, SUBPART 36.102.

In compliance with DBA regulations, the Contracting Officer has designated the use of the "Heavy and Highway Project Wage Determination Schedule" as the appropriate construction type schedule for use when applying DBA wages to labor classifications/categories under this contract. Any deviations from the use of this Schedule or need for the issuance of an additional classification or category shall require prior Contracting Officer's approval in accordance with FAR clause 52.222-6, Davis Bacon Act.

H.48 PERFORMANCE BONDS

THIS CLAUSE APPLIES TO TASK ORDERS THAT REQUIRE THE CONTRACTOR TO PERFORM "CONSTRUCTION" AS DEFINED IN FAR PART 36, SUBPART 36.102.

The Miller Act applies to substantial and segregable construction exceeding \$100,000 under this contract. The contractor shall furnish performance bonds with the United States named as the obligee in amounts to be specified by the contracting officer. Bonds shall be provided by the prime contractor at the task order level. With the consent of the contracting officer, the performance bond may be provided by the subcontractor. In all cases, the contracting officer may determine that the dollar amount of the Miller Act performance bond shall be "zero".

H.49 PAYMENT BONDS

THIS CLAUSE APPLIES TO TASK ORDERS THAT REQUIRE THE CONTRACTOR TO PERFORM "CONSTRUCTION" AS DEFINED IN FAR PART 36, SUBPART 36.102.

The contractor shall furnish payment bonds at the task order level with the United States named as the obligee for the performance of work under this contract. The prime contractor is further required to flow the payment bond requirement down to all subcontractors whose contracts exceed \$50,000.

The penal sum of the payment bond shall equal:

(a) 50 percent of the amount of the substantial and segregable construction activity if the construction activity is not more than \$1 million;

(b) 40 percent of the amount of the substantial and segregable construction activity if the construction activity is more than \$1 million; or

(c) \$2-1/2 million if the amount of the substantial and segregable construction activity is more than \$5 million.

H.50 AWARD TERM OPTION INCENTIVE GUIDANCE

As described below, the contract period of performance may be extended through the exercise of a contract award term incentive option based on contractor performance as evaluated by the Government in the Award Term Option Incentive Plan.

- 1) **Period of Performance:** The contract "base" period of performance of three (3) years may be extended by exercising option(s), up to an additional two(2) years, based on overall contract performance. The total maximum period of performance under this contract, if the government exercises all award term options is five (5) years inclusive of the base period. These additional award term option periods will be awarded by the government based on overall contractor performance as evaluated in accordance with the Award Term Option Incentive Plan. The option periods are given as follows:

Base Period:	36 months - 3 years
Award Term I:	12 months - 1 year
Award Term II:	12 months - 1 year

- 2) **Award Term Option Incentive Plan:** The Award Term Option Incentive Plan provides for the evaluation of both technical and cost performance, and serves as the basis for any award term option decisions. The Award term Option Incentive Plan may be unilaterally revised by the government and re-issued to the Contractor at least sixty (60) days prior to the commencement of any Award Term Option evaluation period. Any changes to the Award Term Option Incentive Plan will be made in writing and incorporated into the contract through a unilateral modification citing this clause. The government will consult with the contractor prior to the issuance of a revised Award Term Incentive Plan, but is not required to obtain the contractor's consent to the revisions. An Award Term Determination Official (ATDO) shall be appointed by the government and is responsible for the overall award term evaluation and award term decisions. The ATDO will unilaterally decide whether or not the contractor has earned an award-term extension. For this contract, the ATDO will be the Chief of Grants & Contracts Management Branch.

- 3) **Government's right to Cancel the Award Term Option Incentive:** The Government has the unilateral right to cancel the Award Term Option Incentive in this contract if:
 1. the contractor has failed to earn an award term by the end of the second year of contract performance;
 2. if, after earning its first award term, the contractor fails to earn an award term in any succeeding year of contract performance;
 3. the services are no longer needed.

Cancellation of an Award Term that has not yet commenced for any of the reasons set forth in this clause shall not be considered either a termination of convenience or a termination for default, and shall not

entitle the contractor to any termination settlement or any other compensation. If the CO determines that either condition (1) or (2) above apply, and cancels the award term option incentive, then the resulting unilateral modification will cite this clause as the authority.

- 4) **Award Term Option Incentive Administration:** The award term evaluation will be completed in accordance with the schedule given in the Award Term Option Incentive Plan in Section H. Award term decisions that affect the period of performance will commence at the end of the base period and conclude at the end of contract year four (conclusion of Option I/commencement of Option II).
5. **Award Term Option Incentive Decisions:** For the evaluation purposes, at months 33 and 48, the contractor's rating must be a "Good" or above to be awarded an award term option.
6. **Automatic Re-competition Decision:** The contract will be automatically re-competed at the conclusion of the second award term option or if the contractor fails to earn an award term.
7. **Review Process:** The Contractor may request a review of an award term option decision. The request shall be submitted in writing to the Contracting Officer within 15 days after notification of an award term decision. The Chief of the Grants & Contract Management Branch will conduct any award term option decision reviews.

H.51 AWARD TERM OPTION INCENTIVE PLAN

- I. **INTRODUCTION:** This plan covers the administration of the award term provisions of the ERRS contract.

OBJECTIVE OF THE AWARD TERM:

The award term incentive affords the contractor an opportunity to earn additional option periods commensurate with the achievement of consistently good performance in pursuit of contractual objectives and goals.

The decision to exercise an option under this contract is dependent upon government need, AND the contractor's performance over the prior base or option period. The Award Term decision is based upon an evaluation by program and contracting personnel regarding the contractor's performance. The purpose of the Award Term option incentive is to motivate the contractor to provide excellence in the performance of activities related both collectively and individually on all Task Orders issued under this contract.

The Award Term evaluation and decision, as determined by the Award Term Determination Official (ATDO), shall be based upon completed Task Orders which may be either time-and-materials and/or fixed-price. The Performance Evaluation Board (PEB) will make a recommendation to exercise an option. The PEB will consist of the following individuals: Chief of Grants & Contracts Branch, Project Officer, and the Contracting Officer. During the base period and Option I, the decision to exercise an option based upon an Award Term decision will be made not less than 2 months prior to the date of the next option period. The contract evaluation periods are as follows:

Contract Period of Performance		Contract Evaluation Period
Base	Months 1-36	For the first evaluation period, the award term evaluation will be arrived at by averaging all Task Order performance ratings.
		Award Term decision to be finalized not later than the end of Month Notification of intent to exercise Option I to be issued by end of Month 34 (60 days in advance).
Option I	Months 37-48	Second Evaluation Period: Award Term decision to be finalized not later than the end of month 45. Notification of intent to exercise Option II to be issued by end of Month 46 (60 days in advance).
Option II	Months 48-60	No Award Term Evaluations or decisions will be made during this option period. Standard annual and end-of-contract performance evaluations will be performed.

II. PERFORMANCE EVALUATION CATEGORIES, CRITERIA, AND RATING GUIDELINES

In order to evaluate the contractor's performance at the completion of all Task Orders, evaluation categories and a set of evaluation criteria have been developed. This section highlights these components of the plan by defining each performance evaluation category and describing rating guidelines for scoring work performed under each of the criteria.

Performance Evaluation Category:

The Government shall conduct an overall evaluation of the contractor's performance of Task Orders during each evaluation period as set forth in this clause/plan.

Rating Guidelines:

Rating guidelines for each of the performance evaluation criteria are provided in Exhibit 3. These guidelines are provided to establish a uniform system of evaluating performance for each of the evaluation criteria.

III. EVALUATION REQUIREMENTS

The applicable evaluation requirements are attached as indicated below:

Requirement	Exhibit
Adjectival Ratings	1
Evaluation Criteria for Task Orders	2
Rating Guidelines for Performance Evaluation Criteria	3

Exhibit 1

ADJECTIVAL RATINGS

Adjectival Ratings shall be broken down into the six (6) categories shown below. These ratings are similar to the NIH Past Performance rating system.

0=Unsatisfactory
 1=Poor
 2=Fair
 3=Good
 4=Excellent
 5=Outstanding

A decision to exercise an Option under this contract will be made only upon the contractor achieving the appropriate award term rating during an evaluation period as set forth below. For each evaluation period, the overall rating will be a composite of the individual scores for the elements. The contractor is required to score an overall rating of "Good" or above. If the contractor achieves the above rating, the Government may unilaterally exercise the award term option.

Exhibit 2

EVALUATION CRITERIA

NOTE: These categories of evaluation criteria are consistent with those used on the Past Performance Questionnaire used during the solicitation phase for the award of this contract.

1. QUALITY OF SERVICES DELIVERED:

- a. The contractor's performance in complying with contract requirements, quality achieved, and overall technical expertise demonstrated.
 (For example: on-time contractor arrival to site, establishment of call center, effective subcontracting, meeting permit requirements, accomplishment of transportation and disposal of wastes)
- b. Extent to which the contractor's reports and documentation were accurate, complete and submitted in a timely manner? (For example: accurate, complete, and on-time project work plans and daily cost accounting reports, site safety and quality assurance plans)
- c. The contractor's key personnel (technical expertise, management capabilities)
- d. The contractor's key personnel response to technical direction by government

2. EFFECTIVENESS OF MANAGEMENT:

Extent to which the contractor was able to solve contract performance problems, including subcontractor performance problems, without extensive guidance from government

3. INITIATIVE IN MEETING CONTRACT REQUIREMENTS:

Extent to which the contractor displayed initiative in meeting requirements

4. TIMELINESS OF PERFORMANCE:

Extent to which the contractor met project schedules

5. COST CONTROL:

a. Extent to which the contractor displayed initiative in controlling overall Task Order costs

b. Extent to which the contractor was able to track costs and provide accurate, complete and timely tracking reports? (For example: accurate, on-time daily cost accounting reports)

c. Extent to which the contractor's billings current, accurate and complete? (For example: accurate, on-time daily cost accounting reports)

6. BUSINESS PRACTICES:

Extent to which the contractor coordinated and cooperated with the government?

7. CUSTOMER SATISFACTION:

Extent to which the OSC was satisfied with the overall performance of the contractor.

Exhibit 3

Rating Guidelines For Performance Evaluation Criteria

On the Task Order Evaluation, each OSC will assign each category listed in Exhibit 2 one of the following ratings:

- 0 = Unsatisfactory
- 1 = Poor
- 2 = Fair
- 3 = Good
- 4 = Excellent
- 5 = Outstanding

The following criteria will be used as guidance in making these evaluation.

A. UNSATISFACTORY

QUALITY OF SERVICES DELIVERED: Non-conformance is jeopardizing the achievement of contract requirements despite major Agency involvements

EFFECTIVENESS OF MANAGEMENT: Uneffective management and inability to solve contract performance problems is jeopardizing the achievement of contract requirements despite major Agency involvement

INITIATIVE IN MEETING CONTRACT REQUIREMENTS: The contractor's complete lack in displaying initiative in meeting requirements is jeopardizing the achievement of contract requirements despite major Agency involvement

TIMELINESS OF PERFORMANCE: Delays are jeopardizing performance of contract requirements despite major Agency involvement

COST CONTROL: Inability to manage cost issues is jeopardizing performance of contract requirements despite major Agency involvement

BUSINESS PRACTICES: Response to inquiries, technical/service/administrative issues is not effective

CUSTOMER SATISFACTION: Overall performance of the contractor jeopardized the achievement of contract requirements despite major Agency involvement

B. POOR

QUALITY OF SERVICES DELIVERED: Overall compliance requires major Agency involvement to ensure achievement of contract requirements

EFFECTIVENESS OF MANAGEMENT: Effective management and ability to solve contract performance problems requires major Agency involvement to ensure achievement of contract requirements

INITIATIVE IN MEETING CONTRACT REQUIREMENTS: The contractor's display of initiative in meeting requirements requires major Agency involvement

TIMELINESS OF PERFORMANCE: Delays require major Agency involvement to ensure achievement of contract requirements

COST CONTROL: Ability to manage cost issues requires major Agency involvement to ensure achievement of contract requirements

BUSINESS PRACTICES: Response to inquires, technical/service/administrative issues is marginally effective

CUSTOMER SATISFACTION: Overall performance of the contractor required major Agency involvement to ensure achievement of contract requirements

C. FAIR

QUALITY OF SERVICES DELIVERED: Overall compliance required minor Agency involvement to ensure achievement of contract requirements

EFFECTIVENESS OF MANAGEMENT: Effective management and ability to solve contract performance problems requires minor Agency involvement to ensure

achievement of contract requirements

INITIATIVE IN MEETING CONTRACT REQUIREMENTS: The contractor's display of initiative in meeting requirements requires minor Agency involvement

TIMELINESS OF PERFORMANCE: Delays require minor Agency involvement to ensure achievement of contract requirements

COST CONTROL: Ability to manage cost issues requires minor Agency involvement to ensure achievement of contract requirements

BUSINESS PRACTICES: Response to inquiries, technical/service/administrative issue is somewhat effective

CUSTOMER SATISFACTION: Overall performance requires minor Agency involvement to ensure achievement of contract requirements

D. GOOD

QUALITY OF SERVICES DELIVERED: Overall compliance requires no Agency involvement to ensure achievement of contract requirements

EFFECTIVENESS OF MANAGEMENT: Effective management and ability to solve contract performance problems requires no Agency involvement to ensure achievement of contract requirements

INITIATIVE IN MEETING CONTRACT REQUIREMENTS: The contractor's display of initiative in meeting requirements requires no Agency involvement

TIMELINESS OF PERFORMANCE: Delays require no Agency involvement to ensure achievement of contract requirements

COST CONTROL: Management of cost issues requires no Agency involvement to ensure achievement of contract requirements

BUSINESS PRACTICES: Response to inquiries, technical/service/administrative issues is usually effective

CUSTOMER SATISFACTION: Overall performance requires no Agency involvement to ensure achievement of contract requirements

E. EXCELLENT

QUALITY OF SERVICES DELIVERED: There are no quality problems and quality slightly exceeded the contract requirements

EFFECTIVENESS OF MANAGEMENT: The contractor's ability to effectively manage the contract and ability to solve contract performance problems slightly exceeds contract requirements

INITIATIVE IN MEETING CONTRACT REQUIREMENTS: The contractor's display of initiative in meeting requirements slightly exceeds contract requirements

TIMELINESS OF PERFORMANCE: There are no unexcused delays and performance slightly exceeds contract requirements

COST CONTROL: There are no unresolved cost management issues and performance in this area slightly exceeded contract requirements

BUSINESS PRACTICES: Response to inquiries, technical/service/administrative issues is effective and performance in this area slightly exceeded contract requirements

CUSTOMER SATISFACTION: Overall performance slightly exceeded contract requirements

F. OUTSTANDING (all categories)

The contractor has demonstrated an outstanding performance level in any of the categories that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances when contractor performance clearly and greatly exceeds the performance levels required by the contract.

H.52 FORMS II LITE REQUIREMENT (MAR 2004)

The contractor shall be required to use EPA's field sample tracking software, Field Operations and Records Management System, FORMS II Lite™, to manage the sample collection, documentation and submission of all relevant reports for Contract Laboratory Program (CLP) activities. The contractor shall provide the equipment (e.g., laptops, portable printers) and software (e.g., Internet Explorer) necessary to operate FORMS II Lite™. EPA will provide FORMS II Lite™ software and training at no charge to the contractor. Exceptions to this requirement will be waived by the Regional Sample Control Center Coordinator (RSCC) or another Regional designee who is most familiar with the sampling activities. The contractor shall contact the Regional Project Officer for additional point of contact information. The Region may also institute special procedures to handle situations when the use of FORMS II Lite™ is not practical. Examples of acceptable waivers include small businesses conducting very limited sampling for one site such as at Brownfield sites, emergency response situations, and substantial breakdown of equipment such as laptops, printers, or other related equipment.

The contractor shall use the FORMS II Lite™ software to generate and submit Traffic Reports (also known as a Chain-of-Custody Form) in accordance with established regional guidance. For CLP services, the samplers shall also submit electronic traffic reports to the Sample Management Office to automate the sample tracking process. The extensible mark-up language (XML) electronic traffic reports can be submitted via the Internet. Exact procedures and instructions on how to submit electronic traffic reports are available on the Office of Emergency and Remedial Response's CLP web page (<http://www.epa.gov/superfund/programs/clp/f2lite.htm>).

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	DEC 2001	DEFINITIONS
52.203-1	APR 1984	OFFICIALS NOT TO BENEFIT
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	OCT 2003	CENTRAL CONTRACTOR REGISTRATION
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-40	FEB 1995	NOTIFICATION OF OWNERSHIP CHANGES
52.219-4	JAN 1999	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.222-3	JUN 2003	CONVICT LABOR
52.222-4	SEP 2000	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION
52.222-6	FEB 1995	DAVIS-BACON ACT
52.222-8	FEB 1988	PAYROLLS AND BASIC RECORDS
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH

		DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	DEC 2003	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-17	JUN 1996	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-3	SEP 2000	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS
52.244-2	AUG 1998	SUBCONTRACTS
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

I.3 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.4 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through 60 months.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.5 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than N/A, the Government is not

obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of the contract ceiling;

(2) Any order for a combination of items in excess of ceiling;

(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within N/A days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.6 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated in the Section F clause entitled "EFFECTIVE PERIOD OF CONTRACT-TIME AND MATERIALS, LABOR HOUR, OR INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.212-155) (APR 1984).". The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 90 days beyond the expiration date of the contract.

I.7 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of the effective date of the extension.

I.8 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (FAR 52.219-6) (JUN 2003)

(a) *Definition.* "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *General.* (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

I.9 LIMITATIONS ON SUBCONTRACTING (FAR 52.219-14) (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) *Services (except construction).* At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies).* The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General Construction.* The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors.* The concern will perform

at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

I.10 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class	Monetary Wage	Fringe Benefits
Cleanup Technician	\$14.72	\$2.81
Heavy Equipment Operator	\$18.74	\$3.57
General Clerk	\$16.06	\$3.06
Truck driver	\$16.39	\$3.13
Chemical Technician	\$16.73	\$3.20

I.11 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

I.12 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (APR 2003)

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.21908, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.13 TERMINATION (COST REIMBURSEMENT)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part, if--

(1) The Contracting Officer determines that a termination is in the Government's interest; or

(2) The Contractor defaults in performing this contract (task orders) and fails to cure the default within the time specified in the task order or cure notice (unless extended by the Contracting Officer) after receiving a notice specifying the default. "Default" includes the failure to make progress in the work so as to endanger performance.

(b) The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying whether termination is for default of the Contractor or for convenience of the Government, the extent of termination, and the effective date. If, after termination for default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Contractor as set forth in the Excusable Delays clause, the rights and obligations of the parties will be the same as if the termination was for the convenience of the Government.

(c) After receipt of a Notice of Termination, and except as directed by the

Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause), except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the cost of which would be reimbursable in whole or in part, under this contract; approval or ratification will be final for purposes of this clause.

(6) Transfer title (if not already transferred) and, as directed by the Contracting Officer, deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government, and (iii) the jigs, dies, fixtures, and other special tools and tooling acquired or manufactured for this contract, the cost of which the Contractor has been or will be reimbursed under this contract.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (c)(6) of this clause; *provided, however*, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(d) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(e) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept the items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(f) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(g) Subject to paragraph (f) of this clause, the Contractor and the Contracting Officer may agree on the whole or any part of the amount to be paid (including an allowance for fee) because of the termination. The contract shall be amended, and the Contractor paid the agreed amount.

(h) The cost principles and procedures in Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs (except for items for which there is a contract specified fixed-rate) claimed, agreed to, or determined under this clause.

(i) The cost principles and procedures in Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (f), (h), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (f) and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (f), (h) or (l) of this clause, the Government shall pay the Contractor (1) The amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) The amount finally determined on an appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor, under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this

contract; and

(3) The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under this clause and not recovered by or credited to the Government.

(1) If the termination is partial, the Contractor may file with the Contracting Officer a proposal for an equitable adjustment of the price(s) for the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination, unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) The provisions of this clause relating to fee are inapplicable if this contract does not include a fee.

Note: For the purpose of this clause, "delivery" of a Notice of Termination (paragraph (b)) is defined to include notice by telephone or in person which is confirmed in writing within five (5) days by the Contracting Officer. If the termination is effected by such oral communication, then the effective date of termination shall be the date of that communication.

I.14 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

[Insert one or more Internet addresses]

I.15 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS****J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)**

Number	Attachment Title
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1	PERFORMANCE-BASED STATEMENT OF OBJECTIVES FOR EMERGENCY AND RAPID RESPONSE SERVICES FOR SITES LOCATED IN PUERTO RICO & THE U.S. VIRGIN ISLANDS
2	DAVIS-BACON ACT WORKSHEET
3	EQUIPMENT SPECIFICATIONS
4	PERSONNEL DESCRIPTIONS AND QUALIFICATIONS
5	QUALITY ASSURANCE/QUALITY CONTROL GUIDANCE FOR REMOVAL ACTIVITIES, INTERIM FINAL, OSWER DIRECTIVE 9360.4-01 (APRIL 1990)
6	EPA REQUIREMENTS FOR QUALITY ASSURANCE PROJECT PLANS (QA/R-5)
7	INSTRUCTIONS FOR PERFORMING THE ANNUAL ALLOCATION OF NON-SITE SPECIFIC COSTS
8	MINIMUM STANDARDS FOR EPA CONTRACTORS' CONFLICT OF INTEREST PLAN
9	DEPARTMENT OF LABOR WAGE DETERMINATION (SCA)
10	INVOICE PREPARATION INSTRUCTIONS
11	PAST PERFORMANCE QUESTIONNAIRE
12	CLIENT AUTHORIZATION LETTER

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

**K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that

owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other_____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name_____

TIN_____

K.3 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a) (1) (i) (B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.4 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, City,
State, County, Zip Code)

Name and Address of Owner
and Operator of the Plant
or Facility if Other than
Offeror or Respondent

K.5 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 562910.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it is [] is, [] is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.6 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (FAR 52.219-19) (OCT 2000)

(a) *Definition.* "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification system (NAICS) code assigned to a contracting opportunity.

(b) *[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]* The Offeror [] is, [] is not an emerging small business.

(c) *[Complete only if the Offeror is a small business or an emerging small business, indicating its size range.]* Offeror's number of employees for the past 12 months *[check this column if size standard stated in solicitation is expressed in terms of number of employees]* or Offeror's average annual gross revenue for the last 3 fiscal years *[check this column if size standard stated in solicitation is expressed in terms of annual receipts]*. *[Check one of the following.]*

<u>No. of Employees</u>	<u>Avg. Annual Gross Revenue</u>
_____ 50 or fewer	_____ \$1 million or less
_____ 51 - 100	_____ \$1,000,001 - \$2 million
_____ 101 - 250	_____ \$2,000,001 - \$3.5 million
_____ 251 - 500	_____ \$3,500,001 - \$5 million
_____ 501 - 750	_____ \$5,000,001 - \$10 million
_____ 751 - 1,000	_____ \$10,000,001 - \$17 million
_____ Over 1,000	_____ Over \$17 million

K.7 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K.8 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that--

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.9 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.10 RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered material to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

K.11 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (AUG 2003)

a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located in the United States or its outlying areas.

K.12 BUSINESS OWNERSHIP REPRESENTATION (EPAAR 1552.204-70) (JAN 2001)

The successful awardee should check one or more of the categories below that represents its business ownership and return this information to the contracting officer within ten (10) calendar days after award. Completion of this clause by the successful awardee is voluntary.

"Ownership," as used in this clause, means: (a) At least 51 percent of the concern is owned by one or more individuals from a category listed below; or, in the case of any publicly owned business, at least 51 percent of the stock of the concern is owned by one or more such individuals; and (b) The management and daily business operations of the concern are controlled by one or more such individuals.

Ethnicity

- ☐ Hispanic or Latino.
- ☐ Not Hispanic or Latino.

Race

- ☐ American Indian, Eskimo, or Aleut.
- ☐ Asian or Pacific Islander.
- ☐ Black or African American.
- ☐ White.

**K.13 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72)
(APR 1984)**

The offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

K.14 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

K.15 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title : _____

Date : _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.204-6	OCT 2003	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.214-34	APR 1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION

L.2 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-20) (OCT 1997) ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below: Submit information in accordance with Provision L.9 entitled "INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST OR PRICING PROPOSALS (EPAAR 1552.215-73) (AUG 1993) DEVIATION"

L.3 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION

The Government contemplates award of a Time-and-Materials/Requirements/Award Term contract resulting from this solicitation.

L.4 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Tanya A. Hoston

Hand-Carried Address:

Environmental Protection Agency
 1300 Pennsylvania Avenue, N.W.
 Washington, DC 20004

Mailing Address:

Environmental Protection Agency
 1200 Pennsylvania Avenue, N.W.
 Washington, DC 20460

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

 [Insert one or more Internet addresses]

L.6 AUTHORIZED DEVIATIONS IN PROVISIONS (FAR 52.252-5) (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the provision.

(b) The use in this solicitation of any Environmental Protection Agency (48 CFR Chapter 15) provision with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

L.7 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of

interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

L.8 PROPOSED CONTRACT START DATE (EP 52.212-170) (AUG 1984)

For proposal preparation purposes, offerors may assume a contract start date of July 14, 2004.

L.9 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST OR PRICING PROPOSALS (EPAAR 1552.215-73) (AUG 1993) DEVIATION

As stated in FAR clause 52.215-1(f)(4), "The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(a) Technical proposal instructions.

(1) Submit your technical proposal as a separate part of the total proposal package. Omit all cost or pricing details from the technical proposal.

(2) Special technical proposal instructions:

The offeror shall include a table of contents and a brief executive summary describing the highlights of the proposal. Technical proposals must be submitted in an original and five (5) copies. Offerors shall submit their proposals in a format which follows the topics identified in the Technical **Evaluation Criteria (see clause M.2 "Evaluation Factors for Award")**. Offerors are strongly encouraged to prepare their proposals as succinctly as possible. Offerors should include in their proposals the information necessary to evaluate the proposals based on the evaluation factors set forth in Section M. Although there will not be a page limitation on the technical proposal, offerors are advised that the quality of the information provided is more important than the quantity. Elaborate brochures or other presentations beyond that which is sufficient to present a complete and effective proposal are neither necessary nor desired. Clarity, brevity, and logical organization shall be emphasized during proposal preparation.

The proposal should be prepared on standard 8.5" x 11" paper, single spaced, with foldouts as required. If foldout pages are used, they must not exceed 11" x 17". "Two-sided" printing is required. Pages must be numbered consecutively. Type size shall not be less than 12 CPI or 12 point and shall

not be printed reduced in size.

A. MANAGEMENT

1. MANAGEMENT APPROACH (5 Points)

Offerors shall address their proposed project organization and procedures for retaining, maintaining, managing and supporting the personnel and equipment listed in Section B. The offeror shall show how these items will be made available (including the mobilization point(s) of response crews and equipment) at any location in the Puerto Rico and the U.S. Virgin Islands within the response time limits specified elsewhere in this Request for Proposal (RFP). Offerors should cite recent, relevant corporate experience to demonstrate their ability to provide the response cleanup services, on-site, within the response time limits.

Offerors shall describe their management structure for managing all work and coordinating all activities with the EPA.

Offeror shall describe their approach for identifying and conducting training for in-house and subcontractor personnel.

The offeror shall present a corporate health and safety program for protecting all employees working on this contract and its approach for implementing the program. The offeror shall demonstrate how the program will affect the number of personnel on scene, given OSHA requirements for initial entry and for temperature extremes.

Offerors shall describe their method for ensuring that all storage, transportation, treatment and disposal of hazardous waste are accomplished in a manner that meets all applicable federal, state, and local safety and environmental laws and regulations.

2. COST CONTROL (5 Points)

Offerors shall describe how their financial information system is capable of tracking, reporting and invoicing all expenditures of labor, equipment and materials by site.

Offerors shall describe the cost control procedures they propose to use during removal activities, including the preparation of EPA Form 1900-55, Contractor Daily Cost Report, as described in clause F.3, and purchasing of materials. The offeror shall also describe procedures for identifying, reviewing and reconciling all cost variances between its cost accounting and invoicing system and the EPA Form 1900-55. Offerors shall present their proposed method for estimating costs during work plan development.

The offeror shall cite recent, direct corporate experience in managing the financial aspects of efforts similar to the SOW, including examples of cost control techniques utilized in these efforts.

3. SUBCONTRACT MANAGEMENT (5 Points)

The offeror shall identify any and all subcontractors proposed as part of the cleanup services and delineate their roles and responsibilities. The offeror shall demonstrate how these subcontractors will be effectively incorporated into the overall project organization.

The offeror shall demonstrate it's competence to perform subcontractor management including, how subcontractors will be located, competed, selected and managed throughout the life of the subcontract. Offerors shall demonstrate their working arrangement (e.g., letters of credit, basic ordering agreements, etc.) with providers of cleanup equipment, materials, and services including security, drilling, fencing, testing, transportation and disposal.

4. EQUIPMENT (5 Points)

Offerors must demonstrate that they can provide sufficient quantities of all the response equipment and materials listed in Section B to perform cleanup services for, at a minimum, three (3) concurrent removal actions in Puerto Rico and the U.S. Virgin Islands.

Offerors shall demonstrate how they will comply with state and local transportation permits and labeling regulations required for transporting response vehicles and equipment (e.g., height and weight restrictions, reagent labeling and any other requirements).

5. REGULATORY COMPLIANCE (5 Points)

Offerors will demonstrate their understanding of the "Applicable or Relevant and Appropriate Requirements" (ARAR's) that must be addressed during removals under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended by the Superfund Amendments and Re-authorization Act (SARA). The discussion should include technical and procedural requirements and contracting and subcontracting requirements. In addition, the discussion should include the land disposal restrictions under the Resource Conservation and Recovery Act (RCRA), as amended, and the CERCLA Off-Site Disposal Policy.

6. QUALITY ASSURANCE (5 Points)

Offerors will demonstrate how proposed Quality Assurance procedures will ensure that all monitoring data obtained under this contract will be of known quality.

The offeror shall submit a detailed outline of a Quality Assurance (QA) program plan which fully describes the commitment of their management for ensuring that all environmental monitoring data obtained under this contract will be of known quality. The offeror shall indicate the expected time requirements from submission of samples to return of analysis reports ("turnaround time").

Offerors submission of sample QA project plans for SAMPLE WORK PLANS 1 and 2, listed in Section D below, shall include a discussion of the following:

QA program organization and responsibility, sampling procedures (references), sampling preservation procedures, sample custody, calibration procedures, analytical procedures, internal quality control checks, frequency documentation, and other factors that may affect the known quality of environmental data.

B. PAST PERFORMANCE INFORMATION (25 Points)

(1) Offerors shall submit past performance information in accordance with Section L Provision entitled "Past Performance Information (EPAAR 1552.215-75) (OCT 2000)."

C. PERSONNEL RESOURCES

1. PROGRAM MANAGER (KEY PERSONNEL) (10 Points)

The offeror shall present a description of the persons proposed to fill the position of Program Manager, which shall include Alternates. The description shall contain a resume describing his or her education, background, recent technical and management experience, accomplishments and references that meet the requirements of the position as set forth in Attachment 4 of the RFP. All proposed Alternates are also considered key personnel.

2. RESPONSE MANAGERS (KEY PERSONNEL) (10 Points)

Offerors must demonstrate that they will have sufficient qualified Response Managers to provide cleanup services for, at a minimum, three (3) concurrent removal actions.

Offerors shall provide a resume for each person describing how they meet the requirements of the position as set forth in Attachment 4 of the RFP. Resumes shall describe on-site experience including time frame, name of employer, accomplishments and references. Resumes shall also describe the individual's pertinent on-scene technical experience in managing and supervising cleanup personnel, equipment and material during responses to oil and hazardous substance releases.

Offerors shall clearly demonstrate that the proposed Response Managers would be available to work on this contract if the offeror is selected for award. Offerors must provide the following information in a "labor availability matrix" - Response Manager category, employee name, employee's current employer (if not currently employed by the offeror), specific months of the year when this person is available, specific percentage when the employee is available to work on the proposed contract, hours in an employee year, current location of each individual as well as any proposed duty-station, years of experience in hazardous substance response and the percentage of hazardous substance response experience actually spent on site.

3. AVAILABILITY OF RESPONSE PERSONNEL (5 Points)

Offerors shall furnish their staffing and recruiting plan for providing sufficient qualified personnel for this contract, including their past

recruiting experience. Show how you will maintain the technical expertise of personnel assigned to the contract. Discuss how your staffing plan accommodates normal fluctuating workloads in order to maintain an experienced work force during periods of work build-up and decline.

D. SAMPLE WORK PLANS (10 Points Each - 20 Points Total)

The Offeror shall prepare sample work plans for the two removal scenarios that follow. **Note: no discussions with offerors will be conducted regarding this criteria.** Each sample work plan shall describe:

- (1) Your approach to both short and long term responses, including a description of the technical methods, management approach, and analytical needs;
- (2) Your labor, equipment, and materials and amounts of each required to implement your approach;
- (3) Your site safety plan, including decontamination procedures and emergency procedures;
- (4) Your stabilization, treatment and/or disposal approach and implementation procedures;
- (5) Your subcontracting needs and procedures to solicit and award subcontracts;
- (6) Your cost control procedures;
- (7) Your immediate and ongoing methods of communicating with the On-Scene Coordinator about the approach and progress;
- (8) Any assumptions or inferences you've made;
- (9) Your pertinent experience, briefly.

REMOVAL SCENARIOS:

Scenario #1:

In the early morning hours, a fire broke out at a pesticide warehouse situated in Estate Carlton on St. Croix, U.S. Virgin Islands. A large variety and quantity of agricultural products including pesticides, herbicides, fumigants, and fertilizers were stored in the building along with seed grains, propane cylinders, and miscellaneous farm machinery.

During firefighting operations, an estimated 50,000 thousand gallons of water was used; much of this contaminated water migrated off-site, passing over adjacent residential properties, into a farmer's pond, and eventually finding its way into the Caribbean Sea via drainage ditches.

Vegetation and large numbers of birds were killed in the path of the plume, and fish and invertebrates died in a local farmer's pond as well as downstream

at the discharge into the Caribbean Sea. A trench was dug by the Department of Public Works to intercept contaminated runoff, however, this trench was constructed after the bulk of fire fighting water had left the site.

Several hours after the fire was discovered, local fire and police officials began evacuating the town of Fredericksted. Residents living closest to the fire site have not been permitted to return to their homes.

The warehouse was a metal-sided structure on a concrete pad situated on a hill overlooking Centerline Road. The pesticides were stored in a variety of metal, plastic, and fiber containers. The warehouse owner's residence is adjacent to the site and was undamaged by the fire. The inventory records for the warehouse were kept in this building and were, therefore, not destroyed in the fire. A large number of propane cylinders and two drums of ethylene dibromide (EDB) were also present; the contents of the latter were not released during the fire. An extremely hazardous pesticide, EDB was banned by the US Environmental Protection Agency in 1983. Other materials of concern on the site included four drums of hexaflumuron, 23 drums of malathion, 3 drums of permethrin, six drums of "Toxaphene" (a restricted use insecticide), 167 bags of ammonium nitrate fertilizer, 240 bags of pelletized lime, 64 one gallon bottles of the herbicide "Roundup", three drums of kerosene, and 27 cases (24 cans per case) of "Off" mosquito repellent. In addition, a 300 gallon tractor mounted spray application tank parked next to the warehouse had been full of the herbicide "Diuron".

The Department of Health (DOH) placed an immediate restriction on the use of residential cistern water supplies until testing can be conducted to confirm its safety. The DOH also coordinated a blood/urine sampling program for response crews and others potentially exposed to chemicals. The results of this extensive testing showed no abnormalities. Milk was collected from local dairy herds for pesticide residue analysis and cattle in the immediate area were given blood tests and placed under veterinary observation as a precaution.

The warehouse owner is unable to fund a cleanup and the Department of Planning and Natural Resources (DPNR) requested EPA assistance with the cleanup and ultimate disposal of contaminated building debris and the remaining "chemical soup," as well as off site contamination.

Scenario #2:

An abandoned box trailer was discovered in Arecibo, Puerto Rico yesterday evening at around 5 p.m. on Route 638 underneath the Route 22 overpass. According to the Deputy Chief of the Arecibo Fire Department, the spill was first reported by a local resident who noticed a "pungent odor." The resident called the police department. Upon arrival at the site, the patrolman noticed a leak from a container labeled hazardous and subsequently called the fire department. The discovery warranted a response by local fire and hazardous materials teams who closed the street. Traffic was completely blocked in both directions while the spill was being cleaned and a crowd of onlookers gathered to watch the cleanup effort.

The truck driver was not present at the site and the trailer appeared to have been transporting chemicals to local businesses.

The trailer leaking chemicals is situated 1/4 mile from a Senior's Independent

Living Facility, but no one was evacuated from the building. Several local residents and the patrolman who first responded to the incident were examined at the scene and did not appear to be injured, but were taken to an Arecibo Hospital as a precaution. Route 22 is a major roadway connecting Arecibo and San Juan. Traffic is being detoured on both Rt 22 and Rt 638.

The truck is carrying forty-two boxes each containing twelve one-liter cans of ether, twenty eight drums of methanol, five drums of salicylic acid and fourteen drums of acetonitrile. These materials are highly flammable. In addition, these chemicals are absorbed through the skin and respiratory system and can have long term effects when one is exposed to large quantities.

The chemicals are used in local laboratories and pharmaceutical companies. Officials have not yet identified the company or companies to which the shipment was bound.

Hazardous materials teams on the scene worked to contain the spill by placing three overpack drums with an absorbent substance underneath the leaking trailer to catch the material.

The investigation into the owner of the trailer by police officials identified a local trucker who is not permitted to haul hazardous materials. The truck driver, having stopped under the overpass to go to the bathroom, noticed the leak and panicked causing him to abandon the trailer.

The truck owner is unable to fund a cleanup and the Puerto Rico Environmental Quality Board (EQB) requested EPA assistance with the cleanup and ultimate disposal of the chemicals and contaminated soil.

(b) Cost or pricing proposal instructions:

FIXED LABOR RATES:

Offerors shall list fixed hourly rates for all categories of labor and for all years listed in clause B.1. The fixed rate shall include all expenses including, salary, facilities capital cost of money, if applicable, report preparation, clerical support, profit and all indirect costs such as overhead and general and administrative expenses. In addition, time in travel is not an allowable direct charge to this contract. Therefore, if your company's policy is to pay your employees their salary while they are traveling to and from the site, your fixed hourly rates should include a factor for time spent in travel.

Offerors must list a separate rate for straight time and overtime. If you intend to charge the same rate for any of the listed categories (i.e. straight time, overtime, etc.) that rate must be listed for each category. Offerors must propose a rate for each and every category of labor in order to be considered for award.

The following five categories of labor listed in clause B.1 correspond to the following DOL Wage Determination Occupation Codes and Titles:

Clause B.1

Heavy Equipment Operator
Cleanup Technician

DOL Wage Determinations

Heavy Equipment Operator #23440
Laborer #23470

Chemical Technician
Truck Driver
Field Clerk/Typist

Environmental Technician #29090
Truck Driver, Heavy Truck #31363
General Clerk IV #01118

The fixed rates for categories of labor covered by the Service Contract Act shall not be escalated for years 2 through 5. Fixed rates for all other categories of labor may be escalated.

FIXED EQUIPMENT RATES:

Offerors shall list fixed daily rates for all categories of equipment for all periods listed in clause B. 1. The offeror shall propose a daily equipment rate that will consist of all costs and profit related to the piece of equipment, including transportation of the equipment to and from the site. Offerors must propose a rate for each and every category of equipment in order to be considered for award. The fixed daily rate shall apply to all equipment whether owned or rented.

OTHER DIRECT COSTS:

Other Direct Costs (ODCs) include all other contract related charges beyond the fixed labor and equipment listed in clause B.1. Such efforts typically include, but are not limited to; subcontracting, materials, and travel and subsistence. See clause L.14.

MATERIAL HANDLING COST:

This is a Time and Materials (T&M) type contract. For the purposes of this contract, any material handling cost will apply to the Other Direct Costs (ODCs). If offerors normally apply a material handling cost (indirect cost) as described in FAR 16.601(b)(2), this material handling cost shall not include costs contained in the fixed rates for labor and equipment. This percentage should be included in your proposal in clause B.1. This material handling cost is subject to full review by the EPA and must conform to the cost principles in FAR Part 31. **If proposed, the offeror shall provide an explanation and support of the rate as part of your price proposal.**

GENERAL PRICING PROPOSAL INSTRUCTIONS:

In the event that there is a difference between the proposed unit price (fixed hourly labor rates and/or fixed daily equipment rates) and the extended total for any line item, the unit price will be held to be the intended price and the total will be adjusted accordingly.

1. Cost or pricing information.

(i) The contract schedule includes a "Fixed Rates for Services" clause B.1. Therefore, please provide in your price proposal a schedule duplicating the format in the clause and include your proposed fixed rates per labor and equipment categories for all the contract periods.

(ii) Submit current financial statements, including a Balance Sheet, Statement of Income (Loss), and Cash Flow for the last two completed fiscal years. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

2. Direct Labor - Indicate which rates have been escalated for periods 2 through 5. If escalation is included, state the degree (Percent) and methodology. The methodology shall include the effective date of the base rates and the policy on salary reviews (e.g. anniversary date of employee or salary reviews for all employees on a specific date).

3. Indirect costs - material handling cost.

(i) If your rate has been recently approved, include a copy of the rate agreement.

(ii) Submit supporting documentation for rates which have not been approved or audited.

L.10 PROPOSAL INSTRUCTIONS-COI PLAN

Offerors shall submit an Organizational Conflict of Interest Plan in accordance with the instructions contained in Attachment 8. The plan will outline the procedures in place to identify and report conflicts of interest (COI), whether actual or potential, throughout the period of contract performance. The plan shall address step by step, the checks and balances in place to detect and report potential or actual COI at the organizational and personal level.

The acceptability of the COI plan shall be considered part of the responsibility determination as explained in clause M.3.

L.11 PROPOSAL INSTRUCTIONS-"GREEN" ACCOMMODATIONS

Offerors shall submit a "Green" Accommodations Plan outlining, step by step, the procedures in place, or which the contractor intends to use, to identify and utilize "green" accommodations.

The acceptability of the "Green" Accommodations Plan shall be evaluated in accordance with the Section M clause entitled "EVALUATION OF "GREEN" ACCOMMODATIONS PLAN."

L.12 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST OR PRICING PROPOSALS

As stated in FAR clause 52.215-1(f)(4), "The Government intends to evaluate proposals and award a contract without discussions with offerors(except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(a) Technical proposal instructions.

(1) Submit your technical proposal as a separate part of the total proposal package. Omit all cost or pricing details from the technical proposal.

(2) Special technical proposal instructions:

The offeror shall include a table of contents and a brief executive summary describing the highlights of the proposal. Technical proposals must be submitted in an original and five (5) copies. Offerors shall submit their proposals in a format which follows the topics identified in the Technical Evaluation Criteria (see clause M.3 "Evaluation Factors for Award"). Offerors are strongly encouraged to prepare their proposals as succinctly as possible. Offerors should include in their proposals the information necessary to evaluate the proposals based on the evaluation factors set forth in Section M. Although there will not be a page limitation on the technical proposal, offerors are advised that the quality of the information provided is more important than the quantity. Elaborate brochures or other presentations beyond that which is sufficient to present a complete and effective proposal are neither necessary nor desired. Clarity, brevity, and logical organization shall be emphasized during proposal preparation.

The proposal should be prepared on standard 8.5" x 11" paper, single spaced, with foldouts as required. If foldout pages are used, they must not exceed 11" x 17". "Two-sided" printing is required. Pages must be numbered consecutively. Type size shall not be less than 12 CPI or 12 point and shall not be printed reduced in size.

A. MANAGEMENT

1. MANAGEMENT APPROACH

Offerors shall address their proposed project organization and procedures for retaining, maintaining, managing and supporting the personnel and equipment listed in Section B. The offeror shall show how these items will be made available (including the mobilization point(s) of response crews and equipment) at any location in the Puerto Rico and the U.S. Virgin Islands within the response time limits specified elsewhere in this Request for Proposal (RFP). Offerors should cite recent, relevant corporate experience to demonstrate their ability to provide the response cleanup services, on-site, within the response time limits.

Offerors shall describe their management structure for managing all work and coordinating all activities with the EPA.

Offeror shall describe their approach for identifying and conducting training for in-house and subcontractor personnel.

The offeror shall present a corporate health and safety program for protecting all employees working on this contract and its approach for implementing the program. The offeror shall demonstrate how the program will affect the number of personnel on scene, given OSHA requirements for initial entry and for temperature extremes.

2. COST CONTROL

Offerors shall describe how their financial information system is capable of tracking, reporting and invoicing all expenditures of labor, equipment and materials by site.

Offerors shall describe the cost control procedures they propose to use during removal activities, including the preparation of EPA Form 1900-55, Contractor Daily Cost Reports as described in clause **F.4** and purchasing of materials. The offeror shall also describe procedures for identifying, reviewing and reconciling all cost variances between its cost accounting and invoicing system and the EPA Form 1900-55. Offerors shall present their proposed method for estimating costs during work plan development.

The offeror shall cite recent, direct corporate experience in managing the financial aspects of efforts similar to the SOW, including examples of cost control techniques utilized in these efforts.

3. SUBCONTRACT MANAGEMENT

The offeror shall identify any and all subcontractors proposed as part of their technical approach to accomplish the statement of work and delineate their roles and responsibilities. The offeror shall demonstrate how these subcontractors will be effectively incorporated into the overall project organization.

The offeror shall demonstrate it's competence to perform subcontractor management including, how subcontractors will be located, competed, selected and managed throughout the life of the subcontract. Offerors shall demonstrate their working arrangement (e.g., letters of credit, basic ordering agreements, etc.) with providers of cleanup equipment, materials, and services including security, drilling, fencing, testing, transportation and disposal.

4. EQUIPMENT

Offerors must demonstrate that they can provide sufficient quantities of all the response equipment and materials listed in Section B to perform cleanup services for, at a minimum, ten (10) concurrent removal actions in Puerto Rico and the U.S. Virgin Islands.

Offerors shall demonstrate how they will comply with state and local transportation permits and labeling regulations required for transporting response vehicles and equipment (e.g., height and weight restrictions, reagent labeling and any other requirements).

5. REGULATORY COMPLIANCE

Offerors will demonstrate their understanding of the "Applicable or Relevant and Appropriate Requirements" (ARAR's) that must be addressed during removals under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended by the Superfund Amendments and Re-authorization Act (SARA). The discussion should include technical and procedural requirements

and contracting and subcontracting requirements. In addition, the discussion should include the land disposal restrictions under the Resource Conservation and Recovery Act (RCRA), as amended, and the CERCLA Off-Site Disposal Policy.

6. QUALITY ASSURANCE

Offerors will demonstrate how proposed Quality Assurance procedures will ensure that all monitoring data obtained under this contract will be of known quality.

The offeror shall submit a detailed outline of a Quality Assurance (QA) program plan which fully describes the commitment of their management for ensuring that all environmental monitoring data obtained under this contract will be of known quality. The offeror shall indicate the expected time requirements from submission of samples to return of analysis reports ("turnaround time").

Offerors submission of sample QA project plans for SAMPLE WORK PLANS 1 and 2, listed in Section D below, shall include a discussion of the following:

QA program organization and responsibility, sampling procedures (references), sampling preservation procedures, sample custody, calibration procedures, analytical procedures, internal quality control checks, frequency documentation, and other factors that may affect the known quality of environmental data.

B. PAST PERFORMANCE INFORMATION

(1) Offerors shall submit the information requested below as part of their proposal for both the offeror and major (over \$250,000) proposed subcontractors. **Offerors are encouraged to submit this information prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.**

(2) Offerors shall submit a list of 5 contracts and/or subcontracts completed in the last 5 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement. The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, and complexity to that which is detailed in the RFP. Include the following information for each contract and subcontract:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Total contract value.
- (d) Contract type.
- (e) Period of performance.
- (f) Brief description and location of the work.
- (g) Contracting officer and telephone number.
- (h) Program manager and telephone number.
- (i) Contracting Officer's Technical Representative and telephone number.
- (j) List of major (over \$250,000) subcontractors (if applicable).

(3) Offerors should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.

(4) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by references and may also consider information obtained from other sources when evaluating an offeror's past performance.

(5) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant directly related or similar past performance history. If an offeror does not indicate whether past performance history exists, the offeror's proposal may be considered ineligible for award.

(6) Offerors must send Client Authorization Letters (see **Section J** of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Client Authorization Letters should be mailed to individual references no later than five (5) working days after proposal submission. **The offeror shall forward a copy of the Client Authorization Letter to the Contracting Officer simultaneously with mailing to references.**

(7) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(a) Identify the segment of the company (one division or the entire company) which received the award or certification.

(b) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(8) The Contracting Officer will retain the information collected on past performance in the official contract file.

C. PERSONNEL RESOURCES

1. PROGRAM MANAGER (KEY PERSONNEL)

The offeror shall present a description of the persons proposed to fill the position of Program Manager, which shall include alternates. The description shall contain a resume describing his or her education, background, recent technical and management experience, accomplishments and references that meet the requirements of the position as set forth in Attachment 4 of the RFP.

2. RESPONSE MANAGERS (KEY PERSONNEL)

Offerors must demonstrate that they will have sufficient qualified Response

Managers to provide cleanup services for, at a minimum, ten (10) concurrent removal actions.

Offerors shall provide a resume for each person describing how they meet the requirements of the position as set forth in Attachment 4 of the RFP. Resumes shall describe on-site experience including time frame, name of employer, accomplishments and references. Resumes shall also describe the individual's pertinent on-scene technical experience in managing and supervising cleanup personnel, equipment and material during responses to oil and hazardous substance releases.

Offerors shall clearly demonstrate that the proposed Response Managers would be available to work on this contract if the offeror is selected for award. Offerors must provide the following information in a "labor availability matrix" - Response Manager category, employee name, employee's current employer (if not currently employed by the offeror), specific months of the year when this person is available, specific percentage when the employee is available to work on the proposed contract, hours in an employee year, current location of each individual as well as any proposed duty-station, years of experience in hazardous substance response and the percentage of hazardous substance response experience actually spent on site.

3. AVAILABILITY OF RESPONSE PERSONNEL

Offerors shall furnish their staffing and recruiting plan for providing sufficient qualified personnel for this contract, including their past recruiting experience. Show how you will maintain the technical expertise of personnel assigned to the contract. Discuss how your staffing plan accommodates normal fluctuating workloads in order to maintain an experienced work force during periods of work build-up and decline.

D. SAMPLE WORK PLANS

The Offeror shall prepare sample work plans for the two removal scenarios that follow. Each sample work plan shall describe:

- (1) Your approach to both short and long term responses, including a description of the technical methods, management approach and analytical needs;
- (2) Your labor, equipment and materials and amounts of each required to implement your approach;
- (3) Your site safety plan, including decontamination procedures and emergency procedures;
- (4) Your stabilization, treatment and/or disposal approach and implementation procedures;
- (5) Your subcontracting needs and procedures to solicit and award subcontracts;
- (6) Your cost control procedures;

- (7) Your immediate and ongoing methods of communicating with the On-Scene Coordinator about the approach and progress;
- (8) Sample QA project plans for each Scenario (the plans will be evaluated as part of Criteria A.6, Quality Assurance.
- (9) Any assumptions or inferences you've made;
- (10) Your pertinent experience, briefly.

REMOVAL SCENARIOS:**Scenario #1:**

In the early morning hours a fire broke out at a pesticide warehouse situated in Estate Carlton on St. Croix, USVI. A large variety and quantity of agricultural products including pesticides, herbicides, fumigants, and fertilizers were stored in the building along with seed grains, propane cylinders and miscellaneous farm machinery.

During firefighting operations, an estimated 50,000 thousand gallons of water was used; much of this contaminated water migrated off site passing over adjacent residential properties, into a farmer's pond and eventually finding its way into the Caribbean Sea via drainage ditches.

Vegetation and large numbers of birds were killed in the path of the plume, and fish and invertebrates died in a local farmer's pond as well as downstream at the discharge into the Caribbean Sea. A trench was dug by the Department of Public Works to intercept contaminated runoff, however, this trench was constructed after the bulk of fire fighting water had left the site.

Several hours after the fire was discovered, local fire and police officials began evacuating the town of Fredericksted. Residents living closest to the fire site have not been permitted to return to their homes.

The warehouse was a metal-sided structure on a concrete pad situated on a hill overlooking Centerline Road. The pesticides were stored in a variety of metal, plastic and fiber containers. The warehouse owner's residence is adjacent to the site and was undamaged by the fire. The inventory records for the warehouse were kept in this building and were, therefore, not destroyed in the fire. A large number of propane cylinders and two drums of ethylene dibromide (EDB) were also present; the contents of the latter were not released during the fire. An extremely hazardous pesticide, EDB was banned by the US Environmental Protection Agency in 1983. Other materials of concern on the site included four drums of hexaflumuron, 23 drums of malathion, 3 drums of permethrin, six drums of "Toxaphene" (a restricted use insecticide), 167 bags of ammonium nitrate fertilizer, 240 bags of pelletized lime, 64 one gallon bottles of the herbicide "Roundup", three drums of kerosene and 27 cases (24 cans per case) of "Off" mosquito repellent. In addition, a 300 gallon tractor mounted spray application tank parked next to the warehouse had been full of the herbicide "Diuron".

The Department of Health (DOH) placed an immediate restriction on the use of residential cistern water supplies until testing can be conducted to confirm

its safety. The DOH also coordinated a blood/urine sampling program for response crews and others potentially exposed to chemicals. The results of this extensive testing showed no abnormalities. Milk was collected from local dairy herds for pesticide residue analysis and cattle in the immediate area were given blood tests and placed under veterinary observation as a precaution.

The warehouse owner is unable to fund a cleanup and the Department of Planning and Natural Resources (DPNR) requested EPA assistance with the cleanup and ultimate disposal of contaminated building debris and the remaining "chemical soup" as well as off site contamination.

Scenario #2:

An abandoned box trailer was discovered in Arecibo, Puerto Rico yesterday evening at around 5 p.m. on Route 638 underneath the Route 22 overpass. According to the Deputy Chief of the Arecibo Fire Department, the spill was first reported by a local resident who noticed a "pungent odor." The resident called the police department. Upon arrival at the site, the patrolman noticed a leak from a container labeled hazardous and subsequently called the fire department. The discovery warranted a response by local fire and hazardous materials teams who closed the street. Traffic was completely blocked in both directions while the spill was being cleaned and a crowd of onlookers gathered to watch the cleanup effort.

The truck driver was not present at the site and the trailer appeared to have been transporting chemicals to local businesses.

The trailer leaking chemicals is situated 1/4 mile from a Senior's Independent Living Facility, but no one was evacuated from the building. Several local residents and the patrolman who first responded to the incident were examined at the scene and did not appear to be injured, but were taken to an Arecibo Hospital as a precaution. Route 22 is a major roadway connecting Arecibo and San Juan. Traffic is being detoured on both Rt 22 and Rt 638.

The truck is carrying forty-two boxes each containing twelve one-liter cans of ether, twenty eight drums of methanol, five drums of salicylic acid and fourteen drums of acetonitrile. These materials are highly flammable. In addition, these chemicals are absorbed through the skin and respiratory system and can have long term effects when one is exposed to large quantities.

The chemicals are used in local laboratories and pharmaceutical companies. Officials have not yet identified the company or companies to which the shipment was bound.

Hazardous materials teams on the scene worked to contain the spill by placing three overpack drums with an absorbent substance underneath the leaking trailer to catch the material.

The investigation into the owner of the trailer by police officials identified a local trucker who is not permitted to haul hazardous materials. The truck driver, having stopped under the overpass to go to the bathroom, noticed the leak and panicked causing him to abandon the trailer.

The truck owner is unable to fund a cleanup and the Puerto Rico Environmental Quality Board (EQB) requested EPA assistance with the cleanup and ultimate

disposal of the chemicals and contaminated soil.

(b) Cost or pricing proposal instructions:

FIXED LABOR RATES:

Offerors shall list fixed hourly rates for all categories of labor and for all periods listed in clause B.1. The fixed rate shall include all expenses including, salary, facilities capital cost of money, if applicable, report preparation, clerical support, profit and all indirect costs such as overhead and general and administrative expenses. In addition, time in travel is not an allowable direct charge to this contract, therefore, if your company's policy is to pay your employees their salary while they are traveling to and from the site, your fixed hourly rates should include a factor for time spent in travel.

Offerors must list a separate rate for straight time and overtime. If you intend to charge the same rate for any of the listed categories (i.e. straight time, overtime, etc.) that rate must be listed for each category. Offerors must propose a rate for each and every category of labor in order to be considered for award.

The following five categories of labor listed in clause B.1 correspond to the following DOL Wage Determination Occupation Codes and Titles:

Clause B.1

Heavy Equipment Operator
Cleanup Technician
Chemical Technician
Truck Driver
Field Clerk/Typist

DOL Wage Determinations

Heavy Equipment Operator #23440
Laborer #23470
Environmental Technician #29090
Truck Driver, Heavy Truck #31363
General Clerk IV #01118

The fixed rates for categories of labor covered by the Service Contract Act shall not be escalated for years 2 through 5. Fixed rates for all other categories of labor may be escalated.

FIXED EQUIPMENT RATES:

Offerors shall list fixed daily rates for all categories of equipment for all periods listed in clause B. 1. The offeror shall propose a daily equipment rate that will consist of all costs and profit related to the piece of equipment, including transportation of the equipment to and from the site. Offerors must propose a rate for each and every category of equipment in order to be considered for award. The fixed daily rate shall apply to all equipment whether owned or rented.

OTHER DIRECT COSTS:

Other Direct Costs (ODCs) include all other contract related charges beyond the fixed labor and equipment listed in clause B.1. Such efforts typically include, but are not limited to: Subcontracting, Transportation and Disposal, Miscellaneous ODCs, Miscellaneous Equipment (not included in fixed equipment

schedule), and Travel and Subsistence. See clause L.16.

MATERIAL HANDLING COST:

This is a Time and Materials (T&M) type contract. For the purposes of this contract, any material handling cost will apply to the Other Direct Costs (ODCs). If offerors normally apply a material handling cost (indirect cost) as described in FAR 16.601(b)(2), this material handling cost shall not include costs contained in the fixed rates for labor and equipment. This percentage should be included in your proposal in clause B.1. This material handling cost is subject to full review by the EPA and must conform to the cost principles in FAR Part 31. **If proposed, please provide an explanation and support of the rate as part of your price proposal.**

GENERAL PRICING PROPOSAL INSTRUCTIONS:

In the event that there is a difference between the proposed unit price (fixed hourly labor rates and/or fixed daily equipment rates) and the extended total for any line item, the unit price will be held to be the intended price and the total will be adjusted accordingly.

1. Submit cost or pricing information in your own format.

- (i) The contract schedule includes a "Fixed Rates for Services" clause, therefore, please provide in your price proposal a schedule duplicating the format in the clause and include your proposed fixed rates per labor and equipment categories for all the contract periods.

- (ii) Submit current financial statements, including a Balance Sheet, Statement of Income (Loss), and Cash Flow for the last two completed fiscal years. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

2. Direct Labor - Indicate which rates have been escalated for periods 2 through 5. If escalation is included, state the degree (Percent) and methodology. The methodology shall include the effective date of the base rates and the policy on salary reviews (e.g. anniversary date of employee or salary reviews for all employees on a specific date).

3. Indirect costs - material handling cost.

- (i) If your rate has been recently approved, include a copy of the rate agreement.

- (ii) Submit supporting documentation for rates which have not been approved or audited.

L.13 PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$250,000. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least 5 contracts and subcontracts completed in the last 5 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement, and location of the work.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (i) Program manager/project officer, telephone number, and E-mail address (if available).
- (j) Administrative Contracting officer, if different from (h) above, telephone number, and E-mail address (if available).
- (k) List of major (over \$250,000) subcontractors (if applicable).

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and demonstrate their application of improved management practices and corrective actions taken to resolve past and present performance problems.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history. If an offeror does not indicate whether past performance history exists, the offeror's proposal may be considered ineligible for award.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award to assure the best value to the Government. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

L.14 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to Tanya Hoston at hoston.tanya@epa.gov or Melissa Onyszko at onyszko.melissa@epa.gov. EPA must receive the questions no later than 14 calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

L.15 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

L.16 EVALUATION OF OTHER DIRECT COSTS (EP 52.215-130) (APR 1984)

For evaluation purposes, offerors can propose the following amounts: \$6,000,000. (This figure is exclusive of Material Handling Costs.) The ODC Breakdown (based on historical data on three (3) sites on the current contract), is as follows:

Transportation and Disposal	12%
Subcontracts	34%
Travel	36%
Equipment	9%
Miscellaneous ODCs	<u>9%</u>
Total	100%

The ODC plug figure is a not-to-exceed amount. The Government will order ODCs on an as-needed bases and does not bind the Government to order this amount. If an offeror proposes an amount less than the specified ODC amount, the proposed amount will be the not-to-exceed amount.

L.17 EVALUATION QUANTITIES--INDEFINITE DELIVERY CONTRACT (EP 52.216-205) (SEP 1984)

To evaluate offer for award purposes, the Government will evaluate the contractor's proposal by reviewing the proposed fixed-prices/rates applied to the estimated quantities included in the solicitation (and add other direct costs, if applicable). The total evaluated quantities (plus other direct costs) represent the maximum that may be ordered under a resulting contract. This estimate is not a representation by the Government that the estimated quantities will be required or ordered.

L.18 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)

This new procurement is being processed as follows:

(a) Type of set-aside: Small Business

Percent of the set-aside: Total

(b) 8(a) Program: Not Applicable

L.19 SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-125) (AUG 1984)

As part of the initial offer, offerors shall submit a subcontracting plan as called for by FAR 52.219-9.

L.20 PROHIBITION OF SUPERFUND TECHNICAL ASSESSMENT AND RESPONSE TEAM (START) CONTRACTORS FROM CONTRACT AWARD

An offeror shall not receive an award under this solicitation if it is determined that an offeror, at the time of award of this contract, is a Region 2 START contractor or proposes to use a current Region 2 contractor or subcontract.

L.21 COMPLIANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)" (EP 52.222-100) (FEB 1994)

Offerors are reminded that in accordance with FAR Clause 52.222- 43, "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)", offerors must warrant that the prices in this contract for labor categories subject to prevailing wage determinations and collective bargaining agreements do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

Offerors shall not include escalation for direct labor and fringe costs for the option years for these covered labor categories in their proposals. In accordance with FAR 52.222-43, during contract performance, the contract price or fixed labor rates will be adjusted to reflect the successful offeror's actual increase or decrease in applicable wages and fringe benefits.

L.22 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EP 52.233-01) (JUL 1999)

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

L.23 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70) (JUL 1999)

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999)**

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.2 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999) ALTERNATE II (AUG 1999)

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are approximately equal to cost or price.

(b) Technical Evaluation Criteria:

The following Technical Evaluation Criteria will be used to evaluate the technical proposals.

TECHNICAL EVALUATION SUMMARY:**A. MANAGEMENT**

1. Management Approach	5 Points
2. Cost Control	5 Points
3. Subcontract Management	5 Points
4. Equipment	5 Points

5. Regulatory Compliance	5 Points
6. Quality Assurance	5 Points
B. PAST PERFORMANCE	25 Points
C. PERSONNEL RESOURCES	
1. Program Manager	10 Points
2. Response Managers	10 Points
3. Availability of Response Personnel	5 Points
D. SAMPLE WORK PLANS	20 Points
Total 100 Points	

A. MANAGEMENT

1. Management Approach (5 Points)

Offerors shall demonstrate the effectiveness of their proposed project organization and procedures for retaining, maintaining, managing and supporting the personnel and equipment listed in Section B for performing the Statement of Work. The offeror's demonstrated training program, corporate Health and Safety Program, and their methods for ensuring that all work under this contract complies with all applicable federal, State and local safety and environmental laws and regulations, as they apply to the Statement of Work, will also be evaluated.

2. Cost Control (5 Points)

Offerors shall demonstrate their relevant (financial) corporate experience and ability to provide a financial information system capable of planning, estimating, tracking, reporting and invoicing all expenditures of labor, equipment and materials by site. Offerors will also be evaluated on their procedures for reconciling EPA Form 1900-55s with their financial information system.

3. Subcontract Management (5 Points)

Offerors shall demonstrate the methods they propose to effectively secure and manage subcontractors and the extent to which their proposed subcontractor utilization can successfully fulfill the requirements of the proposed contract.

4. Equipment (5 Points)

Offerors shall demonstrate how they propose to provide, transport and manage equipment to successfully fulfill the requirements of the proposed contract.

5. Regulatory Compliance (5 Points)

Offerors shall demonstrate their understanding of the applicable CERCLA, SARA and RCRA regulatory requirements pertaining to the Statement of Work.

6. Quality Assurance (5 Points)

Offerors shall be evaluated on their demonstration of how proposed Quality Assurance procedures will ensure that all monitoring data obtained under this contract will be of known quality.

B. PAST PERFORMANCE (25 Points)

Offerors shall be evaluated on performance under existing and prior contracts/subcontracts for services similar in scope, magnitude and complexity to this requirement. The evaluation shall focus on information that demonstrates quality of performance relative to the size and complexity of the procurement proposed under this RFP and shall include an assessment of the following equally weighted sub-factors (See Attachment 11 - Past Performance Questionnaire):

Quality of services delivered,
Effectiveness of your management (including subcontractor management),
Initiative displayed in meeting contract requirements,
Timeliness of performance,
Cost control,
Business practices;
Customer satisfaction, and
Timeliness of performance

Attempts to obtain responses will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation.

If negative feedback is received from a reference, the offeror will be provided the opportunity to address the performance issue.

Offerors with no relevant past performance history or for whom information on past performance is not available, will be evaluated neither favorably or unfavorably on past performance.

Past Performance information will be used for both responsibility determinations and as an evaluation factor for award against which offerors' relative rankings will be compared to assure the best value to the Government. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

C. PERSONNEL RESOURCES**1. Program Manager (Key Personnel) (10 Points)**

Offerors shall demonstrate the quality and depth of expertise/experience of their proposed Program Managers.

2. Response Managers (Key Personnel) (Total 10 Points)

Offerors shall demonstrate the quality and depth of expertise/experience of their proposed Response Managers and the Offeror's demonstrated ability to provide a sufficient number of qualified Response Managers to perform cleanup services for, at a minimum, three (3) concurrent removal actions.

3. Availability of Response Personnel (Non-Key Personnel) (5 Points)

Offerors shall be evaluated on their demonstrated ability to provide sufficient qualified response personnel for, at minimum, three (3) concurrent removal actions in the Region.

D. SAMPLE WORK PLANS (10 Points each - Total 20 Points)

Offerors shall be evaluated on their demonstrated understanding of hazardous substance on-site response situations by describing their proposed managerial and technical approach in dealing with the sample scenarios located in Section L.

(c) Evaluation of Cost/Price:

The offeror's proposed fixed rates (both labor and equipment) shall be multiplied by the estimated quantities shown in clause B.1. The total of these line items will be added to the amount given for Other Direct Costs and any applicable material handling charge. The total will comprise the offeror's total price for evaluation purposes.

M.3 EVALUATION OF CONFLICT OF INTEREST PLAN

The acceptability of an offeror's Conflict of Interest Plan submitted in response to clause L.10 will be considered as part of the responsibility determination undertaken prior to contract award to determine whether an offeror meets the responsibility standard set forth in FAR Sub-part 9.104. The offeror's conflict of interest plan will be considered "acceptable" or "unacceptable." An offeror whose Conflict Of Interest Plan is not acceptable at time of award will be considered non-responsible and ineligible for award.

M.4 EVALUATION OF "GREEN" ACCOMMODATIONS PLAN

The offerors "Green" Accommodations Plan will be evaluated as being either "acceptable" or "unacceptable." If the offeror's Plan does not pass the evaluation, the offeror will have the opportunity to revise the Plan during proposal revisions.

ATTACHMENT 1

PERFORMANCE-BASED STATEMENT OF OBJECTIVES FOR EMERGENCY AND RAPID RESPONSE
SERVICES FOR SITES LOCATED IN PUERTO RICO & THE U.S. VIRGIN ISLANDS

This document can be obtained at the following address:

<http://www.epa.gov/oam/srpod/index/htm#solam>

ATTACHMENT 2

DAVIS-BACON ACT WORKSHEET

This document can be obtained at the following address:

<http://www.epa.gov/oam/srpod/index.htm#solam>

ATTACHMENT 3

EQUIPMENT SPECIFICATIONS

This document can be obtained at the following address:

<http://www.epa.gov/oam/srpod/index.htm#solam>

ATTACHMENT 4

PERSONNEL DESCRIPTIONS AND QUALIFICATIONS

This document can be obtained at the following address:

<http://www.epa.gov/oam/srpod/index.htm#solam>

ATTACHMENT 5

QUALITY ASSURANCE/QUALITY CONTROL GUIDANCE FOR REMOVAL ACTIVITIES, INTERIM
FINAL, OSWER DIRECTIVE 9360.4-01 (APRIL 1990)

This document can be obtained at the following address:

<http://www.epa.gov/cgi-bin/claritgw?op-Display&document=clserv:OSWER:1427;&rank=4&template=epa>

The three Technical Information Bulletins (TIB) which provide updates to this guidance can be obtained at:

<http://www.epa.gov/oam/srpod/index.htm#solam>

ATTACHMENT 6

EPA REQUIREMENTS FOR QUALITY ASSURANCE PROJECT PLANS (QA/R-5)

This document can be obtained at the following address:

http://www.epa.gov/quality1/qa_docs.html

ATTACHMENT 7

INSTRUCTIONS FOR PERFORMING THE ANNUAL ALLOCATION OF NON-SITE SPECIFIC COSTS

This document can be obtained at the following address:

<http://www.epa.gov/oam/srpod/index.htm#solam>

ATTACHMENT 8

MINIMUM STANDARDS FOR EPA CONTRACTORS' CONFLICT OF INTEREST PLAN

1. PURPOSE

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). In order to avoid, neutralize, or mitigate conflicts, contractors are required to have a COI plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI plan.

2. COI PLAN

The contractor's COI Plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved* by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractors' COI Plans should be identified by a version number and date, as appropriate. In addition, when applicable, please also identify the version number and date of any previously submitted COI Plans to the Agency, to whom (name, title, and phone number) the COI Plan was submitted, what the solicitation(s)/contract(s) numbers were, and if and when the COI Plan was approved.

* COs may accept another CO's prior approval of the same version of a contractor's COI Plan when appropriate. COs however, are not required to accept another CO's decision if the CO performs his/her own independent evaluation.

3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS

A. Corporate Structure

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally, this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its' corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section, a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will potentially be very useful to contracting officers and the Agency when evaluating whether or not a contractor has a COI.

B. Searching and Identifying COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be

followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the past three years, all current work, all sites (if applicable), and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months from time of receipt of the work from EPA. However, EPA encourages contractors to search back as far as a company's records cover.

C. Data Base

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities.

- (1)a list of the company's past and public clients;
- (2)a description of the type(s) of work that was performed and any other pertinent information;
- (3)a list of the past sites (when applicable) a contractor has worked on;
- (4)a list of site name(s) (when applicable) related to any work performed; and
- (5)the ability to search and retrieve the information in the data base.

If applicable, the COI Plan shall include provisions for supplemental searches of a parents, affiliates, subsidiaries, or sister company's records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

D. Personal Certification

At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, or work pertaining to a CERCLA/RCRA action or work that may endanger a CERCLA enforcement action, to sign a personal certification. It should be noted however, that it is the preference of the Agency that ALL employees of the company be required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, that the individual agrees to report to the proper company authority any personal COI the individual may have on any work that may result in an actual or potential COI. The certification shall also state the individual has read and understands the company's COI Plan and procedures. The employee certifications shall be retained by the company.

E. Work Assignment (WA), Technical Direction Document (TDD), or Delivery Order (DO) Notification and Certification

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its' WA/TDD/DO certification within 20 days of receipt of the work from EPA.

NOTE: WA/TDD/DO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for WA/TDD/DO certifications.

F. Annual Certification

The COI Plan shall describe the process the company requires for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a WA/TDD/DO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certifications.

G. Notification and Documentation

The COI Plan shall clearly delineate who is the responsible official for making COI determinations within the company. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determinations, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize or mitigate the conflict. In addition, a contractor shall document all COI searches related to EPA work, whether or NOT an actual or potential COI has been identified.

H. Training

The COI Plan shall require all employees of the company to receive basic COI training, and that each employee receive COI awareness training, at least, on an annual basis. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

I. Subcontractor's COI Plans

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important that subcontractors identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.

ATTACHMENT 9

DEPARTMENT OF LABOR WAGE DETERMINATION (SCA)

This document can be obtained at the following address:

<http://www.epa.gov/oam/srpod/index.htm#solam>

ATTACHMENT 10

INVOICE PREPARATION INSTRUCTIONS

This document can be obtained at the following address:

<http://www.epa.gov/oam/srpod/index/htm#solam>

ATTACHMENT 11

PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE QUESTIONNAIRE

Contractor/Name and Address (City and State):

Task Order Number:

Task Order Amount:

Period of Performance: From _____ To _____.

Brief Description of Work:

Location of Work: _____.

Names and telephone numbers of Contractor personnel responsible for managing the contract:

1. QUALITY OF SERVICES DELIVERED:

a. Evaluate the contractor's performance in complying with contract requirements, quality achieved, and overall technical expertise demonstrated. (For example: on-time contractor arrival to site, establishment of call center, effective subcontracting, meeting permit requirements, accomplishment of transportation and disposal of wastes)

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

b. To what extent was the contractor's reports and documentation accurate, complete and submitted in a timely manner? (For example: accurate, complete, and on-time project work plans and daily cost accounting reports, site safety and quality assurance plans)

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

c. How would you rate the contractor's key personnel (technical expertise, management capabilities)?

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

d. How would you rate the contractor's key personnel response to technical direction by government?

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

2. EFFECTIVENESS OF MANAGEMENT:

To what extent was the contractor able to solve contract performance problems, including subcontractor performance problems, without extensive guidance from government?

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

3. INITIATIVE IN MEETING CONTRACT REQUIREMENTS:

To what extent did the contractor display initiative in meeting requirements?

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

4. TIMELINESS OF PERFORMANCE:

To what extent did the contractor meet project schedules?

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

5. COST CONTROL:

a. To what extent did the contractor display initiative in controlling overall Task Order costs?

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

b. To what extent was the contractor able to track costs and provide accurate, complete and timely tracking reports? (For example: accurate, on-time daily cost accounting reports)

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

c. To what extent was the contractor's billings current, accurate and complete? (For example: accurate, on-time daily cost accounting reports)

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

6. BUSINESS PRACTICES:

To what extent did the contractor coordinate and cooperate with the government?

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

7. CUSTOMER SATISFACTION:

To what extent was your company/you satisfied with the overall performance of the contractor?

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

ATTACHMENT 12

CLIENT AUTHORIZATION LETTER

CLIENT AUTHORIZATION LETTER

Dear "Client":

We are currently responding to the United States Environmental Protection Agency (EPA) RFP No. PR-HQ-04-10343 for the procurement of "Puerto Rico/U.S. Virgin Islands (Region 2)-Emergency and Rapid Response Services (ERRS)." The EPA is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor. The EPA requires offerors to inform references identified in proposals that the EPA may contact them about past performance.

If you are contacted by the EPA for information on work we have performed under contract for your company/agency/state or local government, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Please direct any questions to (offeror's point of contact).

Sincerely,